

**CONTRACT #: C-08-127-04-22**

**CONTRACT AGREEMENT FOR ENGINEERING SERVICES  
BETWEEN**

**COUNTY OF HIDALGO**

**and**

**L&G ENGINEERING LABORATORY, L.L.C.**

**PREPARED ON April 11, 2008**

**For**

**GEOTECHNCIAL ENGINEERING AND CONSTRUCTION  
MATERIALS TESTING SERVICES  
FOR HIDALGO COUNTY PRECINCT No. 3**

**CONTRACT AGREEMENT**

**FOR  
GEOTECHNICAL ENGINEERING AND CONSTRUCTION  
MATERIALS TESTING SERVICES**

STATE OF TEXAS  
COUNTY OF HIDALGO

**PART I – PARTIES AND SERVICES**

This agreement is made on April 11, in the year 2008, between **County of Hidalgo, Pct #3**, hereinafter called the **Client**, and **L&G Engineering Laboratory, L.L.C.**, hereinafter called the **Laboratory**, for **Geotechnical and Construction Materials Testing Services**, hereinafter called the **Services**.

**PART II – FEES**

The fees for **Services** rendered shall be in accordance with the attached Attachment B, entitled “**Schedule of Fees, FY 2008 & 2009.**”

**PART III – TERMS AND CONDITIONS**

**ARTICLE 1. SERVICES – LABORATORY SHALL:**

- 1.0 Perform Geotechnical & Construction Material Testing Services for Hidalgo County Pct. #3 as identified in Attachment A “Scope of Services”.
- 1.1 Act for the **Client** in a professional manner, using the degree of care and skill ordinarily exercised by, and consistent with the standards of the Profession.
- 1.2 Provide only those **Services** that, in the opinion of the **Laboratory**, lie within the technical and professional area of expertise of the **Laboratory** and which **Laboratory** is adequately staffed and equipped to perform.
- 1.3 Perform all technical services under the general direction of a Licensed Professional Engineer registered in the State of Texas and in substantial accordance with the basic requirements of the appropriate Standards of the American Society for Testing and Materials, where applicable, or other standards as designated by the **Client**.

- 1.4 Promptly submit all formal construction materials test reports for all tests, observations and services performed indicating where applicable, compliance with project specifications or other documents. Such reports shall be complete and factual. Such reports shall cite the test performed, methodology employed, test values obtained, and locations where tests were performed.
- 1.5 Promptly submit formal geotechnical reports for geotechnical explorations requested by the **Client**. Such reports shall contain a site plan with the boring locations indicated, boring logs, a report of the results of laboratory testing, and contain design recommendations pertaining to the planned construction.
- 1.6 Employ testing equipment and machines which have been calibrated within a period not exceeding twelve (12) months from the time of use by devices of accuracy traceable to the National Institute for Standards and Technology (NIST) of the United States Department of Commerce, and submit upon request by the Client, documentation of such calibration.
- 1.7 Report Distribution and Ownership
  - 1.7.1 Laboratory will consider all reports to be the confidential property of the **Client**, and will distribute reports only to those persons, organizations or agencies as designated in writing by the **Client** and its authorized representative.
  - 1.7.2 **Client** acknowledges the **Laboratory's** documents as instruments of Professional service. Nevertheless, the plans and specifications prepared under this agreement shall become the property of the **Client** upon completion of the work and payment will be made in full of all monies due to the **Laboratory**. The **Client** shall not re-use or make any modification to the reports without prior written authorization of the **Laboratory**. Any unauthorized use reuse of the documents will be at the **Client's** sole risk.
- 1.8 **Laboratory** will retain all pertinent records relating to services performed for a period of 5 years following submission of all reports, during which period the records will be made available to the **Client** within a reasonable time.

**ARTICLE 2. CLIENT'S RESPONSIBILITIES-Client or its authorized representative shall:**

- 2.1 Provide the **Laboratory** with all the plans, specifications, addenda's change orders, approved shop drawings and other information for the proper performance of the **Laboratory**.
- 2.2 Issue authorization "Attachment C" in writing, giving **Laboratory** free access to any project involved using the Services, and to all shops or yards or yards where materials are prepared and stored.
- 2.3 Designate in writing those persons or firms who are authorized to receive copies of **Laboratory's** inspection and test reports.
- 2.4 Advise **Laboratory** sufficiently in advance of any operations so as to allow for assignment of personnel by the Laboratory for completion of the required service. Such advance notice shall be in accordance with that established by mutual agreement of the **Client** and **Laboratory**.
- 2.5 Direct any Contractor where testing is to take place, either by construction contract or direct written order to:
  - (a) Secure and deliver to **Laboratory**, at no cost to **Laboratory**, preliminary representative samples of materials it proposes to use which require laboratory testing.
  - (b) Furnish such casual labor and all facilities needed by the Laboratory to obtain and handle samples at the testing site and to facilitate the specified inspection of tests.
  - (c) Provide and maintain for the use of the **Laboratory**, adequate space at the material testing site for safe and secure storage and proper curing of test specimens that must remain on the project site prior to laboratory testing.

**ARTICLE 3. GENERAL CONDITIONS**

- 3.1 **Laboratory**, by the performance of services covered hereunder, does not in any way assume, abridge or abrogate any of those duties, responsibilities or authorities with regard to construction materials testing customarily vested in applicable project architects or engineers, or any other design professionals, agencies or authorities.
- 3.2 **Laboratory** shall not be responsible for acts of omissions of any party or parties involved in the design of any project where material testing is to take place or the failure of any Contractor or Subcontractor to construct any aspect of such project in accordance with recommendations

contained in any correspondence or verbal recommendation issued by **Laboratory**.

- 3.3 **Laboratory** is not authorized to revoke, alter or relax, enlarge or release any requirements of the Client's specifications or other documents nor to approve or accept any portion of the work, unless specifically authorized in writing by Client or his authorized representative. **Laboratory** shall not have the right of rejection or the right to stop the work, except for such periods as may be required to conduct sampling, testing, or inspection of operations covered by the **Agreement**.
- 3.4 Either party may terminate this **Agreement** on thirty (30) days written notice or by mutual agreement. If this **Agreement** is terminated by either party, **Laboratory** shall be paid in full for all services performed through the termination date, and the **Client** shall be provided with a complete report of the results of tests and analysis conducted prior to termination of **Agreement**.
- 3.5 Neither **Client** nor **Laboratory** may delegate, assign, sublet or transfer his duties or interest in this Agreement without the written consent the other party.
- 3.6 The only warranty made by **Laboratory** in connection with its service performed hereunder is that it will use the degree of care and skill as set in Article I above. No other warranty, expressed or implied, is made or intended for services provided hereunder or furnishing oral or written reports of findings made.
- 3.7 Successors and Assigns.
- 3.7.1 **Client** and **Laboratory** each binds themselves and their partners, successors, executors, administrators, assign legal representative to the other party to this **Agreement** and to the partners, successors, executors, administrator, assigns and legal representative of such other party in respect to all covenants, agreements, and obligations of this **Agreement**.
- 3.7.2 Neither **Client** or **Laboratory** shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this **Agreement** without the written consent of the other except as stated in paragraph 3.7.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an Assignment, no assignment will release or discharge the assignor from any duty or responsibility under this **Agreement**. Nothing contained in this Paragraph shall prevent **Laboratory** from employing such independent

Consultants, associates and subcontractors, as he may deem appropriate to assist him in the performance of services hereunder.

3.7.3 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than the **Client** and **Laboratory**.

### 3.8 Non Binding Mediation

3.8.1 In the event of a dispute or claim between **Laboratory** and **Client** arising out of or related to this Agreement, both parties agree to submit to a Non-Binding Mediation with the hope of achieving a satisfactory resolution prior to proceeding with formal litigation processes, including the filing of claims against parties (unless a failure to file causes waiver or loss of rights or subsequent action).

3.8.2 Such Non-Binding Mediation shall be conducted by a mediator and rules agreed to by both parties. Both parties shall mediate through a selected and mutually agreed to senior representative of each respective party.

3.8.3 Both the **Laboratory** and **Client** will bind their respective consultants, contractors, vendors, fabricators, and suppliers involved in this Project to contracts which will provide similar Non-Binding Mediation as the primary dispute resolution method to other agreements.

### 3.9 Indemnity

3.9.1 The Owner will require the Laboratory, in connection with work produced under this agreement, to hold harmless and indemnify the Client, and each of its officers, agents and employees, from any and all liability claims, losses, or damage arising out of or alleged to arise from Laboratory's negligence in the performance of the work described in this agreement.

## ARTICLE 4. INSURANCE

4.1 **Laboratory** shall secure and maintain throughout the full period of this **Agreement** Statutory Workmen's Compensation Coverage, Employee's Liability and Comprehensive General Liability Insurance Coverage. **Laboratory** will upon request, file certification of such Insurance coverage with the **Client** or its authorized representative.

4.2 **Omitted**

## ARTICLE 5. PAYMENTS:

5.1 **Client** will pay **Laboratory** for Services rendered while work is in progress as executed through a lump sum fee assigned to each **Work**

**Authorization** in accordance with Article 2 Sec. 2.2 herein. For each **Work Authorization**, the **Laboratory** shall prepare and submit to the **Client** monthly progress reports in sufficient detail to support the progress of the work done.

**ARTICLE 6. EXTENT OF AGREEMENT:**

- 6.0 After execution of this **Agreement**, the **Laboratory** shall proceed with work, only as authorized by the **Client** through an agreed **Work Authorization** document sampled in Attachment "C", attached hereto and made part of this **Agreement**.
- 6.1 The **Agreement**, including these terms and conditions, represents the entire agreement between the **Client** and **Laboratory** and supercedes all prior negotiations, representations or agreements, written or oral. The **Agreement** may be amended only by written instrument signed by **Client** and **Laboratory**.
- 6.2 The **Agreement** shall remain in force for a period of one (1) year from the date this agreement is signed by all parties. Further, the **Client** reserves the right to extend this agreement for one (1) additional year, but solely after successfully negotiating prices for the concurrent year's contract. Upon failure to successfully negotiate prices as aforementioned, the **Client** may opt not to extend the contract for the additional one (1) year and may proceed with solicitation of the contract for the ensuing year.

**ARTICLE 7. APPLICABLE LAW:**

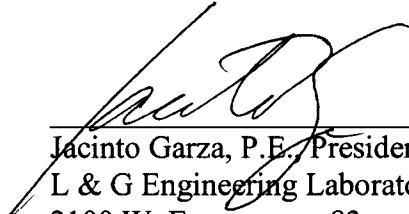
- 7.1 The laws of the State of Texas shall govern the **Agreement**. Venue shall be in County of Hidalgo.

**ARTICLE 8. ATTORNEY FEES:**

- 8.1 In the unlikely event that a dispute occurs and is litigated, or a cause of action in the law or equity is filed concerning the operation, construction interpretation or enforcement of this agreement, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including but not limited to court costs, deposition fees, and expert witness fees, out of pocket expenses and travel expenses which are incurred by the prevailing party.


**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement as of the day and year first written above.

**LABORATORY:**

  
\_\_\_\_\_  
Jacinto Garza, P.E., President  
L & G Engineering Laboratory, LLC  
2100 W. Expressway 83  
Mercedes, Texas 78570


**Date:** \_\_\_\_\_

**CLIENT:**

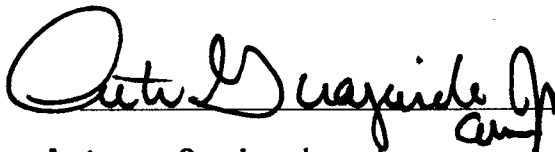
  
\_\_\_\_\_  
Hon. Juan D. Salinas, III  
Hidalgo County Judge  
100 E. Cano, 2nd Floor  
Edinburg, Texas 78540

**Date:** \_\_\_\_\_

**APPROVED AS TO FORM:**

Atlas Hall, LLP  
By:  \_\_\_\_\_

**ATTEST:**

  
\_\_\_\_\_  
Arturo Guajardo, Jr.  
Hidalgo County Clerk

## **ATTACHMENT "A"** **Scope of Services**

**PROJECT:** R&B Geotechnical Reports and Construction Materials Testing, Pct. No. 3 Project

### ***GENERAL SCOPE OF WORK***

The Scope of Work will entail providing **Hidalgo County Precinct No. 3** with **Geotechnical Engineering and Construction Materials Testing Services**.

The Scope of Work is identified as follows:

- ***Geotechnical Engineering Services (Reports)***
- ***Construction Materials Testing Services***

L&G Engineering Laboratory will furnish all equipment, materials, supplies, and incidentals as needed to perform the services required by this Contract: The work is as follows:

### ***Geotechnical Engineering Services(Reports)***

#### **Geotechnical Drilling Services**

L&G Engineering Laboratory, L.L.C. will provide drilling services for **Hidalgo County Pct. No. 3 Road and Bridge Projects**. Soil samples will be removed from the sample apparatus during drilling operations. One of our geologists or engineering technicians will conduct various field tests on the recovered samples, visually classify the samples, and record the appropriate data on a field boring log. The samples will be appropriately packaged to minimize loss of their natural moisture content and to reduce the possibility of damage during transportation to our soils laboratory for testing. The tests performed on these samples will include Moisture Content, Liquid Limit, Plastic Limit, Plasticity Index and Materials Finer than No. 200. Unconfined compressive strength and Dry Unit Weight tests will be performed as necessary to provide detailed description of undisturbed samples.

Drilling services will also include a 24-hour water level reading at each boring location. Piezometers, when required, be installed to maintain the integrity of the borehole overnight or over a weekend. Following completion of drilling, sampling, and subsurface water monitoring operations, all boreholes will be backfilled with soil cuttings from the completed borings. If enough soil cuttings are unavailable, clean sand will be used to backfill the completed boreholes. If a piezometer is installed, the pipe will be removed following the water level readings and the borehole backfilled as described above.

Once all of the Engineering Properties of the soils have been determined, the final Log of Boring is created using the field and laboratory data. Included in the Log of Boring are THD Penetrometer Blow Counts, actual Moisture Contents, Plasticity Indices, and other laboratory test data obtained during the laboratory testing phase of the project. Proper description and location

of strata, ground water elevations and test hole elevations will also be included in the Log of Boring.

### **Engineering Services**

Engineering analyses will be conducted after reviewing the results of both the field and laboratory phases of the study. The findings and conclusions derived from the analyses will be presented in a written engineering report which will be prepared by the engineer. The report will include a boring location plan, boring logs with laboratory classification of recovered soil samples and subsurface water conditions encountered. The report will provide engineering recommendations for:

- Pier capacity curves; and
- Soil parameters that may be used in designing the foundations for the planned structures.

The geotechnical report will provide general comments and applicable recommendations regarding construction methods, sequences, and potential difficulties that may arise during overall construction as it relates to the soil and foundation aspects of this project. This information may serve to guide foundation selection and design and assist in the preparation of specifications for the project.

This contract **does not** include activities and corresponding costs that may be associated with the following:

- Providing an ATV mounted drill rig, dozer or special equipment to clear areas of vegetation and debris or to re-grade the site to gain access to the boring locations;
- Re-grading the site or portions of the site after drilling activities are completed;
- Site safety meetings that may be required; or
- Encountering hazardous or contaminated soils or substances during our field activities.

**Hidalgo County Precinct No. 3** will be notified should these services become necessary for the completion of field exploration activities.

This proposal **does** include activities and corresponding costs that may be associated with locating buried utilities or pipelines as follows:

- Providing PVC pipe for water level readings; and
- Clearing the boring locations for underground utilities.

**Hidalgo County Precinct No. 3** will be responsible for obtaining any necessary permits or authorization to egress areas where the borings are to be drilled.

### **Schedule**

Based on the requested services, it is estimated that the drilling operations can take approximately two (2) to three (3) days to complete. We anticipate that drilling operations can usually begin within two (2) to three (3) days following notice to proceed, staking of the borings, clearing the boring locations of utilities and site and weather conditions permitting. The report and engineering analyses should generally be completed within two (2) weeks after completion of the drilling operations.

### **Construction Materials Testing Services**

L&G Engineering Laboratory, L.L.C. will provide **Hidalgo County Precinct No. 3** with Construction Materials Testing Services upon request. The services to be provided are as follows:

- Sampling and laboratory testing of soils and base materials proposed for use in the construction of Roads and Bridges to determine compliance of these materials with project plans and specifications.
- Field density testing of soils and base materials to ensure proper compaction as required by project plans and specifications.
- Field sampling and testing of fresh concrete and Laboratory testing of hardened concrete to determine compliance with project plans and specifications.
- Field Compaction testing of Asphalt to ensure proper compaction during lay down operations.
- Field inspection, sampling and testing of Asphalt materials to determine their materials properties and their compliance with project plans and specifications.
- Any additional laboratory testing as required/requested by **Hidalgo County Precinct No. 3**.
- Provide accurate and timely reports to **Hidalgo County Precinct No. 3** and all/other recipients as designated by the Precinct.

## **Engineering Services**

L&G Engineering Laboratory, L.L.C. will provide an engineer's review of all test results to determine compliance with all project plans and specifications.

## **Scheduling of Services**

L & G Engineering Laboratory is prepared to make a commitment to **Hidalgo County Precinct No. 3** materials testing needs. L & G Engineering Laboratory makes every effort to respond to its clients as requests are received, and every effort will be made to keep scheduling conflicts to a minimum. As any other firm or business providing a service, L & G Engineering Laboratory prefers to schedule field and laboratory work with as much advance notice as possible. L & G Engineering Laboratory understands; however, that certain situations may occur when the Client may have a need for Materials Testing Services with as little or no advance notice. During these instances, L & G Engineering Laboratory will make every effort to dispatch personnel to the project within one (1) hour of the Client's request for services.

**ATTACHMENT "B"**  
**L&G ENGINEERING LABORATORY, L.L.C.**  
**SCHEDULE OF FEES FOR FY 2007-2008**

**Soils Testing**

		<b>FY 2008</b>	<b>FY 2009</b>
Moisture Content Determination	ASTM D2216 - Tex-103-E	\$9.25/Ea.	\$9.55/Ea.
Determination of Liquid Limit of Soils	Tex-104-E	\$46.45/Ea.	\$47.90/Ea.
Determination of Plastic Limit of Soils	Tex-105-E	\$46.45/Ea.	\$47.90/Ea.
Atterberg Limits of Soils	ASTM D 4318 - Tex-106-E	\$69.65/Ea.	\$71.80/Ea.
Bar Linear Shrinkage of Soils	Tex-107-E	\$58.10/Ea.	\$59.90/Ea.
Material Finer #200 Sieve	ASTM D 1140 -Tex-111-E	\$58.10/Ea.	\$59.90/Ea.
Lime Series Testing	Tex-112-E	\$435.55/Ea.	\$483.95/Ea.
Moisture-Density Relationship (TxDOT)	Tex-113-E / Tex-114-E	\$185.85/Ea.	\$191.60/Ea.
Standard Proctor	ASTM D 698	\$179.95/Ea.	\$185.50/Ea.
Modified Proctor	ASTM D 1557	\$185.80/Ea.	\$191.55/Ea.
Field Density Test (Nuclear)	ASTM D 2950 - Tex-115-E	\$20.90/Ea.	\$21.55/Ea.
Determination of Soil pH	Tex-128-E	\$75.50/Ea.	\$77.85/Ea.
Soil-Lime Testing	Tex-121-E	\$139.40/Ea.	\$143.70/Ea.
Resistivity of Soils	Tex-129-E	\$84.50/Ea.	\$87.10/Ea.
Sieve Analysis (Dry)(4 Sieves)	ASTM C 136 - Tex-200-F	\$52.20/Ea.	\$53.85/Ea.
Sieve Analysis (Washed)(4 Sieve)	ASTM C 136 - Tex-200-F	\$63.85/Ea.	\$65.80/Ea.
Sieve Analysis (Additional Sieves)	ASTM C 136 - Tex-200-F	\$11.65/Ea.	\$12.00/Ea.
Texas Wet Ball Mill (Base Material Quality)	Tex-116-E	\$203.25/Ea.	\$209.55/Ea.

**Coarse & Fine Aggregate Quality Testing**

Decantation Test (Conc. Aggr.)	ASTM C117 - Tex-406-A	\$40.65/Ea.	\$41.90/Ea.
Specific Gravity/Absorp. (Conc. Aggr)	ASTM C127 - Tex-403-A	\$63.85/Ea.	\$65.80/Ea.
5 Cycle Magnesium Soundness	ASTM C88 - Tex-411-A	\$493.55/Ea.	\$508.80/Ea.
SSD Unit Weight of Aggregates	ASTM C29 - Tex-404-A	\$58.10/Ea.	\$59.90/Ea.
Percent Voids/Solids in Conc. Aggr.	Tex-405-A	*\$11.60/Ea.	*\$11.95/Ea.
<b>*(In Conjunction w/ SSD Unit Wt of Aggregates)</b>			
Sand Equivalent	ASTM D 2419 - Tex-203-F	\$63.85/Ea.	\$65.80/Ea.
Specific Gravity / Absorption (Fine Aggr.)	ASTM C 128 - Tex -403-A	\$69.65/Ea.	\$71.80/Ea.
Organic Impurities in Fine Aggregate	ASTM C 87 - Tex -408-A	\$40.65/Ea.	\$41.90/Ea.
Fineness Modulus of Fine Aggregate	Tex-402-A	\$13.95/Ea.	\$14.40/Ea.
Acid Insoluble of Fine Aggregate	Tex-612-J	\$75.50/Ea.	\$77.85/Ea.

**Concrete/Masonry Field & Laboratory Testing**

Slump Test	ASTM C 143 - Tex-415-A	<b>\$no charge</b>	<b>\$no charge</b>
Air Content (Pressure Method)	ASTM C 138 - Tex-416-A	\$20.85/Ea.	\$21.50/Ea.
Air Content (Volumetric)	ASTM C 173	\$23.20/Ea.	\$23.92/Ea.
Casting of Concrete Cylinders	ASTM C 31	<b>\$no charge</b>	<b>\$no charge</b>
Compressive Strength of Cyl. Specimen	ASTM C 39 - Tex-418-A	\$13.95/Ea.	\$14.40/Ea.
Cylindrical Specimen Prep./Hold/Cure	ASTM C 192	\$10.45/Ea.	\$10.80/Ea.
Casting of Grout Prisms	ASTM C 1019	<b>\$no charge</b>	<b>\$no charge</b>
Grout Prism Prep./Cure/Compressive Strength	ASTM C 39	\$29.05/Ea.	\$29.95/Ea.
Casting of Mortar Cubes	ASTM C 780	<b>\$no charge</b>	<b>\$no charge</b>
Mortar Cube Prep./Cure/Compressive Strength	ASTM C 109	\$29.05/Ea.	\$29.95/Ea.
Masonry Unit Prep. /Compressive Str. (Set of 3)	ASTM C 140	\$203.20/Ea.	\$209.50/Ea.
Masonry Unit SPG/Abs./Unit Wt. (Set of 3)	ASTM C 140	\$203.20/Ea.	\$209.50/Ea.
<b>*(In Conjunction w/ Field Inspection)</b>			

**Pavement Thickness / Asphalt Quality**

**FY 2008                      FY 2009**

Coring – ACP Thickness	ASTM D 3549	\$58.10/Ea.	\$59.90/Ea.
Pavement Thickness Determination (Full Depth)	ASTM	\$77.30/Ea.	\$79.70/Ea.
Density of Asphaltic Cores (4 or 6 inch)	Tex-207-F	\$63.85/Pr.	\$65.80/Pr.
Extraction/Sieve Analysis/Asphalt Content	Tex-210-F / Tex-200-F	\$203.25/Ea.	\$209.50/Ea.
Asphalt Rolling Pattern (Nuclear Method)	Tex-207-F – Part IV	\$34.85/Ea.	\$35.95/Ea.
Eff. Of Water on Asphalt Mixtures (As Rec'd)	Tex-531-C	\$75.50/Ea.	\$77.85/Ea.

**Pavement Investigation**

Core Existing Asphalt for Thickness, Perform Caliche Base Thickness, Sieve Analysis and Plasticity Index, Stabilized Subgrade Thickness and Plasticity Index		\$435.45/Ea.	\$448.90/Ea.
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**L&G Engineering Laboratory provides Technical and Engineering services at the rates listed below.**

<b><u>Personnel:</u></b>			
Engineer (Principal).....		\$139.40/Hr.	\$143.70/Hr.
Engineering Specialist.....		\$104.50/Hr.	\$1047.70/Hr.
Technician (Soils).....		\$41.80/Hr.	\$43.10/Hr.
Technician (Concrete).....		\$53.40/Hr.	\$55.05/Hr.
Technician (Asphalt).....		\$53.40/Hr.	\$55.05/Hr.

**Engineering Review, Evaluation, Management & Administration**

Test Report.....		\$20.60/Ea.	\$21.25/Ea.
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The specific hourly rate within each classification listed above depends on the experience, training, and qualifications of the personnel. A two (2) hour minimum billing at the applicable rate will be assessed per visit to project site.

Services provided on Saturday, Sunday and all work in excess of “normal” work hours will be invoiced at an overtime rate 1.5 times the applicable rate for the work performed. The cost of services is based upon the assumption that services will be provided during “normal” working hours. Normal working hours are between 7:00 a.m. and 6:00 p.m., Monday through Friday.

<b><u>Expenses:</u></b>	Mileage.....	.46/Mi	.47/Mi.
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All other project specific, third-party costs will be charged at cost plus 10 percent. Invoices will be submitted monthly for work in progress in our standard format. They are due and payable upon receipt and become due 30 days after the billing date. Past due invoices may be subject to late charges at the rate of 1 ½ 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 added to the appropriate service rate charged. Our invoices are due and payable upon receipt at 2100 W. Expressway 83, Mercedes, Texas 78570.

^^Fees adjusted approximately 3% annually.

**HIDALGO COUNTY**  
**Professional Engineering Services**  
**Contract # C-07-000-00-00**  
**Work Authorization Form**

**WORK AUTHORIZATION NO. 00**

**THIS WORK AUTHORIZATION** is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, L&G Engineering Laboratory, LLC, professional engineers of Mercedes, Texas, hereinafter called "**Engineer**".

**PART 1. SCOPE OF WORK**

The purpose of this Work Authorization is for the **Engineer** to provide Geotechnical & Construction Materials Testing Services for Hidalgo County Pct. 3 Road & Bridge Projects.

The scope of services to be provided by the **Owner** is identified in **EXHIBIT "A"** – *Scope of Services to be provided by the Owner* attached hereto.

The scope of services to be provided by the **Engineer** is identified in **EXHIBIT "B"** – *Scope of Services to be Provided by the Engineer* attached hereto.

**PART 2. ESTIMATED COST**

The estimated cost for services under this Work Authorization is \$0000.00. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D"**.

**PART 3. PAYMENT**

Compensation and payment to the **Engineer** for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 5.1 of the Agreement.

**PART 4. FUNDING**

This Work Authorization No.00 shall be funded through funding source:

Account No. 7-0000-000-00-000-000-0-000.

Requisition Number \_\_\_\_\_ (MUST BE INCLUDED AFTER CC APPROVAL)

**PART 5. PERIOD OF SERVICE**

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization or (DATE).

**PART 6. RESPONSIBILITIES AND OBLIGATIONS**

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

**PART 7. ACKNOWLEDGEMENT AND CONFIRMATION**

Acknowledgement and confirmation by Hidalgo County Precinct No. 3 Commissioner Joe Flores as to content and detail of this Work Authorization No. # 00.

HIDALGO COUNTY  
COMMISSIONER PRECINCT NO. 3:

BY: \_\_\_\_\_

**PART 8. ACCEPTANCE AND APPROVAL**

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on \_\_\_\_\_ as indicated below and effective as of \_\_\_\_\_ day of \_\_\_\_\_, 2008.

THE ENGINEER:  
L&G ENGINEERING LABORATORY, LLC

THE OWNER:  
HIDALGO COUNTY

\_\_\_\_\_  
By: Jacinto Garza

\_\_\_\_\_  
By: Juan D. Salinas III, County Judge

ATTEST:

\_\_\_\_\_  
by: Arturo Guajardo Jr., County Clerk

**LIST OF ATTACHMENTS**

- ATTACHMENT "A" - Service to be Provided by the Owner
- ATTACHMENT "B" - Services to be Provided by the Engineer
- ATTACHMENT "C" - Work Schedule

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/10/08

PRODUCER <b>Hilb Rogal &amp; Hobbs</b> (956)682-9423 FAX(956)687-1286 1400 N McColl Rd Suite 105 McAllen, TX 78501	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED  <b>L &amp; G Engineering Laboratory LLC</b> 2100 W Expressway 83 Mercedes, TX 78570	INSURER A: <b>Travelers Loyds Insurance Company</b>	<b>39357</b>
	INSURER B: <b>Travelers Indemnity</b>	<b>25682</b>
	INSURER C: <b>Travelers Casualty &amp; Surety Co</b>	<b>25658</b>
	INSURER D: <b>Lloyd's of London</b>	<b>15792</b>
	INSURER E: <b>Charter Oak Fire Insurance Company</b>	<b>25615</b>

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PACP2543B748TLC07	07/19/07	07/19/08	EACH OCCURRENCE <b>\$1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) <b>\$300,000</b> MED EXP (Any one person) <b>\$5,000</b> PERSONAL & ADV INJURY <b>\$1,000,000</b> GENERAL AGGREGATE <b>\$2,000,000</b> PRODUCTS - COMP/OP AGG <b>\$2,000,000</b>	
E		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BA3052L013	07/19/07	07/19/08	COMBINED SINGLE LIMIT (Ea accident) <b>\$1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$	
B		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION <b>\$ 10000</b>	CUP7142Y40ATCT07	07/19/07	07/19/08	EACH OCCURRENCE <b>\$1,000,000</b> AGGREGATE <b>\$1,000,000</b> \$ \$	
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	IACRUB2574B516056	07/23/07	07/23/08	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT <b>\$1,000,000</b> E.L. DISEASE - EA EMPLOYEE <b>\$1,000,000</b> E.L. DISEASE - POLICY LIMIT <b>\$1,000,000</b>	
D		OTHER <b>Professional</b>	07LBLY099605	04/23/07	04/23/08	<b>\$2,000,000 Ea. Claim</b> <b>\$2,000,000 General Agg</b> <b>\$10,000 Ded. per Claim</b>	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

**\*\* Workers Comp Information \*\***

**Blanket Waiver of Subrogation**

**\*\* Supplemental Name \*\***

(See Attached Descriptions)

**CERTIFICATE HOLDER**

**CANCELLATION**

Hidalgo County Purchasing Dept.  
2812 S Business Hwy 281  
Edinburg, TX 78539

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*Brian E Lewis*

## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

## DESCRIPTIONS (Continued from Page 1)

First Supplemental Name applies to all policies - L & G Engineering Laboratory LLC



# **L&G** Engineering Laboratory

Construction Material Testing  
Geotechnical Engineering

Contract No.: PENDING

Date: April 11, 2008

Ms. Rocio Villarreal  
Contracts Manager  
County of Hidalgo, Purchasing Department  
2812 S. Hwy. 281  
Edinburg, Texas 78539

**RE: R&B Geotechnical Reports and Construction Materials Testing, Hidalgo County Precinct No. 3 Project**

Dear Ms Villarreal:

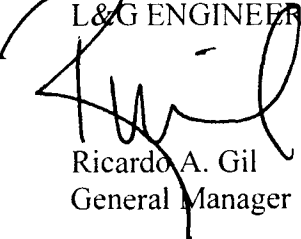
**L&G Engineering Laboratory, L.L.C. (L&G)**, is thankful for providing you two (2) signed original contracts for Geotechnical and Construction Materials Testing Services for FY 2008 through 2009. We are attaching the following in duplicate:

- The Proposed Contract
- The Scope of Services (Attachment A)
- The Fee Schedule (Attachment B)
- Sample Work Authorization (Attachment C)

**L & G Engineering Laboratory, L.L.C.** appreciates the opportunity to submit this contract and look forward to working with **Hidalgo County Pct. 3** in the future. If I may be of any additional assistance or any additional information is required, please feel free to contact me at 956-565-0760.

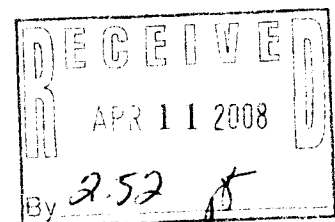
Sincerely,

L&G ENGINEERING LABORATORY, L.L.C.

  
Ricardo A. Gil  
General Manager

Attachments

CC: Joe Flores, Commissioner, Pct #3



**HIDALGO COUNTY**  
**Professional Engineering Services**  
**Contract # C-08-127-04-22**  
**Work Authorization Form**

**WORK AUTHORIZATION NO. 01**

**THIS WORK AUTHORIZATION** is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, L&G Engineering Laboratory, LLC, professional engineers of Mercedes, Texas, hereinafter called "**Engineer**".

**PART 1. SCOPE OF WORK**

The purpose of this Work Authorization is for the **Engineer** to provide Geotechnical & Construction Materials Testing Services for Hidalgo County Pct. 3 –Iowa Rd. (Mile 7 to 8) Project.

The scope of services to be provided by the **Owner** is identified in **EXHIBIT "A"** – *Scope of Services to be provided by the Owner* attached hereto.

The scope of services to be provided by the **Engineer** is identified in **EXHIBIT "B"** – *Scope of Services to be Provided by the Engineer* attached hereto.

**PART 2. ESTIMATED COST**

The estimated cost for services under this Work Authorization is \$5,711.60. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D"**.

**PART 3. PAYMENT**

Compensation and payment to the **Engineer** for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 5.1 of the Agreement.

**PART 4. FUNDING**

This Work Authorization No.00 shall be funded through funding source:

Account No. \_\_\_\_\_

Requisition Number \_\_\_\_\_ (MUST BE INCLUDED AFTER CC APPROVAL)

**PART 5. PERIOD OF SERVICE**

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization or (DATE).

**PART 6. RESPONSIBILITIES AND OBLIGATIONS**

This Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

**PART 7. ACKNOWLEDGEMENT AND CONFIRMATION**

Acknowledgement and confirmation by Hidalgo County Precinct No. 3 Commissioner Joe Flores as to content and detail of this Work Authorization No. # 01.

HIDALGO COUNTY  
COMMISSIONER PRECINCT NO. 3:

BY: \_\_\_\_\_


**PART 8. ACCEPTANCE AND APPROVAL**

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on \_\_\_\_\_ as indicated below and effective as of \_\_\_\_\_ day of \_\_\_\_\_, 2008.

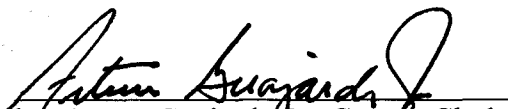
THE ENGINEER:  
L&G ENGINEERING LABORATORY, LLC

  
By: Jacinto Garza

THE OWNER:  
HIDALGO COUNTY

  
By: Juan D. Salinas III, County Judge

ATTEST:

  
by: Arturo Guajardo Jr., County Clerk

**LIST OF ATTACHMENTS**

- ATTACHMENT "A" - Services to be Provided by the Owner
- ATTACHMENT "B" - Services to be Provided by the Engineer
- ATTACHMENT "C" - Work Schedule
- ATTACHMENT "D" - Project Cost Proposal

**ATTACHMENT "A"**  
**Scope of Services (Owner)**

***PROJECT:*** Iowa Rd. Project in Hidalgo County Precinct No. Three (3)

***SERVICES TO BE PROVIDED BY OWNER***

The County of Hidalgo will provide **L&G Engineering Laboratory, LLC** with **Construction Documents, Plans and Specifications** for the **Iowa Rd. Project**.

**ATTACHMENT “B”  
Scope of Services (Engineer)**

**PROJECT: Iowa Rd. Project in Hidalgo County Precinct No. Three (3)**

***GENERAL SCOPE OF WORK***

The Scope of Work will entail providing **The County of Hidalgo** with **Construction Materials Testing Services**.

The Scope of Work is identified as follows:

- **Construction Materials Testing Services**

L&G Engineering Laboratory will furnish all equipment, materials, supplies, and incidentals as needed to perform the services required by this Contract: The work is as follows:

**Construction Materials Testing Services**

L&G Engineering Laboratory, L.L.C. will provide **The County of Hidalgo** with **Construction Materials Testing Services** for the **Iowa Rd. Project in Hidalgo County Precinct No. Three (3)**.

The services to be provided are as follows:

- Sampling and laboratory testing of soils and base materials proposed for use in the construction of Roads and Bridges to determine compliance of these materials with project plans and specifications.
- Field density testing of soils and base materials to ensure proper compaction as required by project plans and specifications.
- Field sampling and testing of fresh concrete, and Laboratory testing of hardened concrete to determine compliance with project plans and specifications.
- Field Compaction testing of Asphalt to ensure proper compaction during lay down operations.
- Field inspection, sampling and laboratory testing of Asphalt materials to determine their materials properties and their compliance with project plans and specifications.
- Any additional laboratory testing as required/requested by **The County of Hidalgo and the project plans and specifications**.

- Provide accurate and timely reports to **The County of Hidalgo** and all/other recipients as designated by the County.

### **Engineering Services**

L&G Engineering Laboratory, L.L.C. will provide an engineer's review of all test results to determine compliance with all project plans and specifications.

### **Scheduling of Services**

L & G Engineering Laboratory is prepared to make a commitment to **The County of Hidalgo's** materials testing needs. L & G Engineering Laboratory makes every effort to respond to its clients as requests are received, and every effort will be made to keep scheduling conflicts to a minimum. As any other firm or business providing a service, L & G Engineering Laboratory prefers to schedule field and laboratory work with as much advance notice as possible. L & G Engineering Laboratory understands; however, that certain situations may occur when the Client may have a need for Materials Testing Services with as little or no advance notice. During these instances, L & G Engineering Laboratory will make every effort to dispatch personnel to the project within one (1) hour of the Client's request for services.

**ATTACHMENT "C"**  
**Work Schedule**

***PROJECT:*** Iowa Rd. Project in Hidalgo County Precinct No. Three (3)

***Work Schedule***

**L&G Engineering Laboratory** will provide **Hidalgo County Pct. # 3** with **Construction Materials Testing Services** as outlined in **Contract Agreement C-08-127-04-22**.

**ATTACHMENT "D"**  
**Cost Proposal**

***PROJECT:*** Iowa Rd. Project in Hidalgo County Precinct No. Three (3).

**(See Attached)**

**Attachment I**  
**Iowa Road (5280 L.F.)**  
**Prepared For Hidalgo County Pct. No. 3**

Tech Time	3	Hrs.	\$41.80	\$125.40
Trip Charge	30	Mi.	\$0.46	\$13.80
Atterberg	1	Ea.	\$69.65	\$69.65
Moisture-Density Determ	1	Ea.	\$179.95	\$179.95
Reports	2	Ea.	\$20.60	\$41.20
Eng. Spec.	1	Hrs.	\$104.50	\$104.50
Engineer	1	Hrs.	\$139.40	\$139.40
			<b>Sub.</b>	<b>\$673.90</b>
Tech Time	12	Hrs.	\$40.55	\$486.60
Trip Charge	120	Mi.	\$0.45	\$54.00
Comp. Test	15	Ea.	\$13.55	\$203.25
Reports	5	Ea.	\$20.00	\$100.00
Eng. Spec.	2	Hrs.	\$101.35	\$202.70
Engineer	2	Hrs.	\$135.20	\$270.40
			<b>Sub.</b>	<b>\$1,316.95</b>
Tech Time	3	Hrs.	\$41.80	\$125.40
Trip Charge	30	Mi.	\$0.46	\$13.80
Sieve Analysis	1	Ea.	\$52.20	\$52.20
Texas Wet Ball Mill	1	Ea.	\$203.25	\$203.25
Atterberg	1	Ea.	\$69.65	\$69.65
Moisture-Density Determ	1	Ea.	\$179.95	\$179.95
Reports	2	Ea.	\$20.60	\$41.20
Eng. Spec.	1	Hrs.	\$104.50	\$104.50
Engineer	1	Hrs.	\$139.40	\$139.40
			<b>Sub.</b>	<b>\$929.35</b>
Tech Time	12	Hrs.	\$40.55	\$486.60
Trip Charge	120	Mi.	\$0.45	\$54.00
Comp. Test	15	Ea.	\$13.55	\$203.25
Reports	5	Ea.	\$20.00	\$100.00
Eng. Spec.	2	Hrs.	\$101.35	\$202.70
Engineer	2	Hrs.	\$135.20	\$270.40
			<b>Sub.</b>	<b>\$1,316.95</b>
Tech Time	6	Hrs.	\$53.40	\$320.40
Trip Charge	90	Mi.	\$0.46	\$41.40
Rolling Patterns	2	Ea.	\$34.85	\$69.70
Laboratory Molded (ga)	1	Pr.	\$91.90	\$91.90
%AC-Grad	1	Ea.	\$203.25	\$203.25
Rice Gravity (gr)	1	Ea.	\$101.30	\$101.30
Reports	3	Ea.	\$18.00	\$54.00
Asphalt Thickness	6	Ea.	\$58.10	\$348.60
Eng. Spec.	1	Hrs.	\$104.50	\$104.50
Engineer	1	Hrs.	\$139.40	\$139.40
			<b>Sub.</b>	<b>\$1,474.45</b>

**Total Estimated Material Testing Fees \$5,711.60**

Attach D Cost Est. Iowa Rd.