

COUNTY *of* HIDALGO



***SYLVIA S. HANDY***

County Commissioner, Pct. 1  
1902 Joe Stephens Ave.  
Weslaco, TX 78596  
(956) 968-8733

December 10, 2009

Mrs. Lupita Garcia  
Urban County Program  
1916 Tesoro Blvd.  
Pharr, Texas 78577

Re: Proposal for Geotechnical Engineering Services  
Street Improvements 2009 – Saenz Ave. *AKA Mile 2 2/3. ggarcia*

Dear Mrs. Garcia:

Pct. 1 is requesting approval of the proposal for geotechnical engineering services provided by L&G Engineering Laboratory in the amount of \$9,085.00 for CDBG Year 22 (2009) Street Improvement Project.

Pct. 1 is requesting approval of the item be placed on the December 22, 2009 Hidalgo County Commissioners Court Agenda.

If you need additional information, please contact Juan J. Ybarra, Pct. 1 CDBG Coordinator at (956) 968-8733.

Sincerely,

*Lorie Ochoa*

Dr. Lorie Ochoa  
Chief Administrator  
Hidalgo County, Pct. #1



**CONTRACT AGREEMENT FOR MATERIAL TESTING SERVICES**

**BETWEEN**

**COUNTY OF HIDALGO- URBAN COUNTY PROGRAM**

**and**

**L & G Engineering Laboratory**

**PREPARED ON (1-11-2010)**

**For**

**MATERIALS TESTING SERVICES**

**(PRECINCT NO. 1 – Year 22 (2009)  
MILE 2 2/3 (AKA SAENZ STREET) IMP.**

**CONTRACT AGREEMENT  
FOR  
MATERIALS TESTING SERVICES  
(PRECINCT NO. – YEAR 22 (2009))  
MILE 2 2/3 (AKA SAENZ STREET) STREET IMP.**

**HIDALGO COUNTY-URBAN COUNTY PROGRAM**

**STATE OF TEXAS  
COUNTY OF HIDALGO**

**PART I – PARTIES AND SERVICES**

This agreement is made on January 19<sup>th</sup>, in the year 2010, between County of Hidalgo-Urban County Program, hereinafter called the **Client**, and L & G Engineering Laboratory hereinafter called the **Laboratory**, for **Materials Testing Services**, hereinafter called the **Services**.

**Hidalgo County-Urban County Program** has received CDBG funds from the U.S. Dept. of Housing and Urban Development to be used by Urban County Participants. It is understood and agreed that the Party's obligation under this Agreement is contingent upon the actual receipt of adequate federal funds to meet the liabilities under this Agreement.

The **Laboratory** agrees to compliance with the following Executive orders, Titles and Program Regulations, including any additional requirements that may be set forth by the Party.

- a. Title VI of the Civil Rights Act - requires that no one may be denied access to benefits from projects which receive federal assistance.
- b. Section 109 of the Housing and Community Development Act of 1974 - Nondiscrimination related to benefits from projects funded specifically under Title I of the Act.
- c. Section 3 of the HUD Act of 1968 - requires that maximum effort be made to provide employment, training, and business opportunities to low income families and/or residents of the project area.
- d. The **Laboratory** shall give the United States Department of Housing and Urban Development, the Inspector General, the Comptroller General of

the United States, the Auditor of the State of Texas, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by **Laboratory** pertaining to this Agreement. Such rights to access shall continue as long as the records are retained by Engineer. Engineer agrees to maintain such records in an accessible location for a period of three (3) years.

- e. Executive Order 11246 (paragraph a-c for contracts under \$10,000; paragraphs a-g for contracts over \$10,000) - Equal Employment Opportunity.

Executive Order 11246. Executive Order 11246 and the regulations issued pursuant thereto (24 CFR Part 130) which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federal or federally assisted contracts. Such consultants or subcontractors shall take affirmative action to ensure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation and selection for training and apprenticeship.

Equal Employment Opportunity for Activities and Contracts not Subject to Executive Order 11246, as amended. In carrying out the program, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The **Laboratory** shall take affirmative action to ensure that applicants for employment are employed and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not limited to the following: Employment, upgrading, demotion, or transfer; recruitment or other forms of compensation; and selection for training, including apprenticeship. The Engineer shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this paragraph in all of its contracts for program work and will require all of its consultants for such work to incorporate such requirements in all subcontracts for program.

Interest of Certain Federal Officials: No member of or Delegate to the Congress of the United States and no Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

Interest of Members, Officers, or Employees of Public Body, Member of Local Governing Body, or other Public Officials: No member, officer, or employee of the County or City, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure for one year thereafter, shall have any interest, direct or indirect, to be performed in connection with the program assisted under the Agreement. The **Laboratory** shall incorporate or cause to be incorporated in all such interest pursuant to the purpose

of this Section.

## **PART II – FEES**

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

## **PART III – TERMS AND CONDITIONS**

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

- 1.0 Perform Geotechnical & Construction Material Testing Services for Hidalgo County –Urban County Program 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 Designate in writing those persons or firms who are authorized to receive copies of **Laboratory's** inspection and test reports.
- 2.3 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**.
- 2.4 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**

The **Laboratory** shall obtain and keep in force during the term of its engagement on the Project, the insurance as follows:

- 4.1 Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars (\$300,000.00) per person and Five Hundred Thousand Dollars (\$500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars (\$500,000.00) arising out of the services provided to Hidalgo County-Urban County Program.
- 4.2 Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
- 4.3 A Five Hundred Thousand Dollar (\$500,000.00) Comprehensive General Liability Insurance Policy providing additional coverage to all underlying liabilities of County consistent with potential exposure of County under the Texas Tort Claims Act;
- 4.4 Workers Compensation Insurance in amount established by Texas law, under the bidder is specifically exempted from the Texas Worker's Compensation Act, Texas Labor Code Chapter 401, et. seq.
- 4.5 All insurance policies must be written by an insurance company or companies acceptable to the Party.
- 4.6 Professional liability insurance policy with limits of at least One Million Dollars (\$1,000,000.00) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

**ARTICLE 5. PAYMENTS:**

- 5.1 **Client** will pay **Laboratory** for Services rendered while work is in progress as executed through a lump sum fee For each **Request for Payment**, 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 a formal **NOTICE TO PROCEED**.
- 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 the duration of the project from the date this agreement is signed by all parties.

**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:**

**CLIENT:**

\_\_\_\_\_  
Jacinto Garza, P.E. President/CEO

\_\_\_\_\_  
Diana R. Serna, UCP Director

L & Engineering Laboratory  
2100 West Expressway 83  
Mercedes, Texas 78570

Hidalgo County-Urban County Program  
1916 Tesoro Blvd.  
Pharr, TX 78577

**APPROVED AS TO FORM:**

**BY: STEVE CRAIN- ATLAS & HALL**

**DATE: : 2-19-2008**

# L&G Engineering Laboratory

Construction Material Testing  
Geotechnical Engineering

Proposal No.: GLP09019  
December 9, 2009

Mr. Juan J. Ybarra, Jr.  
CDBG Coordinator  
Hidalgo County Pct. No. 1  
1902 Joe Stephens Ave.  
Weslaco, Texas 78596

**RE: Proposal for Geotechnical Engineering Services  
Hidalgo Co. Pct. 1 – Saenz Street Geotechnical Study-Flexible Pavement Design**

**L&G Engineering Laboratory, LLC (L&G)** is pleased to submit this cost proposal to provide geotechnical engineering services for the above referenced project. We are presenting this letter and cost estimate to confirm our understanding of this project and providing a description of the tasks to be performed. The broad objectives of our study will be to determine subsurface conditions for use by others in completing the facility design of the above referenced project. Described in this proposal are:

- Our understanding of pertinent project characteristics
- Our proposed scope for field and laboratory study
- Our proposed scope for engineering evaluation and reporting
- Our tentative project schedule
- Our project lump sum fee

### *Drilling Services*

Based on contact between representatives of **Hidalgo County Pct. 1 Inc** and **L&G** we are proposing the drilling and sampling subsurface materials as follows:

Saenz Street– Four (4) Seven (7) foot borings

Upon receipt of a vicinity map indicating the general site locations, L&G will stake the boring locations and provide utility clearances prior to performing the field exploration portion of the project. The borings will be advanced to the specified depths and in-situ soil testing will be performed in general accordance with ASTM D 1586 procedures. The soil will be sampled to verify subsurface materials and strata changes. The drilling depths will be based on topographic conditions at the time of our drilling operations.

Unless requested, the client will be responsible for obtaining any necessary permits or authorization to egress areas (right of entry) where the borings are to be drilled.

All samples will be removed from the sample apparatus during drilling operations. One of our geologists or engineering technicians (logger) 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.

Drilling services will also include a 24-hour water level reading at each boring location, which may require piezometers 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 there are insufficient soil cuttings available, 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.

This proposal *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 regrade the site to gain access to the boring locations;
- Regrading 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.

We will notify you should these services become necessary for us to complete our field exploration activities. We can arrange to provide for these services as part of our project scope, should you authorize us to do so.

### ***Laboratory Testing Services***

As requested, geotechnical laboratory testing on structural borings is included as part of the scope of services for this project. Geotechnical engineering laboratory tests will be performed on the samples recovered during the field study to evaluate their physical and engineering properties. Testing may include several of the following test procedures:

- Atterberg Limits (ASTM D4318). This procedure will be used to aid in the classifying of the soil and to provide information on the potential vertical rise and contraction of the soil.
- Grain Size Analysis (ASTM D422). This procedure will be used to aid in the classifying of the soil. Testing will be dependent of the type of soil and can vary from a single sieve to a nest of sieves. A No. 200 sieve will be used for fine grained material as well as for cohesive soils
- Unconfined Compression (ASTM D2166). This procedure covers the determination of the unconfined compressive strength of cohesive soil in the undisturbed, remolded, or compacted condition, using strain controlled application of the axial load and will provide an indication of the soil strength and compressibility. This procedure also determines the natural density of the soil which will be used in soils classification and evaluation of the soil consistency and strength.

- Laboratory Determination of Water (moisture) in Soil and Rock by Mass (ASTM D2216). This procedure will aid in determining the in-situ moisture of the soil to be able to evaluate the potential vertical rise and contraction of the soil.
- One Dimensional Consolidation Properties of Soil ( ASTM D 2435) (Method A) This procedure will the magnitude and rate of consolidation of soil when it is restrained laterally and drained axially while subjected to controlled stress loading.

### ***Engineering Services***

Engineering analyses will be conducted after reviewing the results of both the field and laboratory phases of our study. The findings and conclusions derived from our analyses will be presented in a written engineering report (four copies), which will be prepared by one of our engineers, who specializes in geotechnical engineering and is familiar with the local conditions. The report will include a boring location plan, boring logs with laboratory classification of recovered soil samples at the structural boring locations and subsurface water conditions encountered. The report will provide engineering recommendations for:

- Flexible Pavement Design Recommendations
- Additional considerations and recommendations where applicable

Our 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 aspects of this project. This information may serve to guide foundation selection and design and assist in the preparation of specifications for the project.

### ***Schedule***

Based on the requested services, we estimate that the drilling operations will take approximately one (1) day to complete. We anticipate that drilling operations can begin within two (2) to four (4) days following notice to proceed, staking of the borings, and utility clearances (with site and weather conditions permitting). The report and engineering analyses should be completed within two (2) weeks after completion of the drilling operations.

### ***Lump Sum Cost***

The total lump sum cost for the study outlined herein is **\$9085.00**. This lump sum cost includes personnel time for field exploration and laboratory testing and report preparation. Should unusual subsurface conditions be encountered in the field that indicates the desirability of significantly broadening the scope of the study, we will contact you to receive written authorization before proceeding with any additional work.

It should be noted that our study scopes (and project costs) do not include plan review or earthwork and foundation excavation observations during the construction of the project. However, plan review and construction observations costs should be included in the project budget.

*Acceptance*

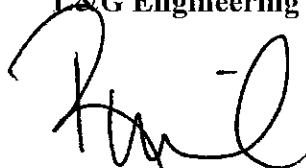
We appreciate the opportunity to submit this proposal and look forward to working with you in the development of this project, which will be carried out in accordance with this letter and the following attachments:

<u>Attachment</u>	<u>Description</u>
I	Fees
II	Terms and Conditions

Please return one signed copy of this letter proposal and provide written authorization for our firm to begin work on the services outlined herein. Our invoices are due and payable upon receipt at 2100 W. Expressway 83 Mercedes, Texas 78570.

**L&G Engineering Laboratory, L.L.C.** considers the data and information contained in this proposal to be proprietary. This statement of qualifications and any information contained herein shall not be disclosed and shall not be duplicated or used in whole or in part of any purpose other than to evaluate this proposal.

Respectfully Submitted,  
**L&G Engineering Laboratory, L.L.C.**



Ricardo A. Gil  
General Manager

Attachments I-Fees  
II-Terms and Conditions

\_\_\_\_\_  
Jacinto Garza, P.E., President/CEO

Accepted By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Typed or Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

**ATTACHMENT "I" - FEE SCHEDULE**  
**Geotechnical Engineering - Geotechnical Report (including Flexible Pavement Design)**

L&G ENGINEERING LABORATORY, LLC

TASK	MANHOURS							Total
	Senior Project Manager	Senior Project Engineer	Geotechnical Engineer	EIT	Technician (CADD)	Admin/ Clerical		
	Saenz St. Hidalgo County Pct. 1 Limits: 1350' from Business 83, North to Outfall Ditch							
1				2				2
2				1	2			3
3			1	1				2
4			1	2	2			5
5			2	2				4
6		1		1				2
7		2	1	6				9
8			1	2				3
9			1	2				3
10			1	1				2
11		1						2
12		1		4				6
13	1	2	2	6		2		13
14	3							4
	4	8	12	30	4	2		60
	4	8	12	30	4	2		60
<b>Labor Hours</b>								
<b>Contract Rates</b>	\$ 145.00	\$ 125.00	\$ 125.00	\$ 90.00	\$ 37.50	\$ 37.50		
<b>Total Labor Costs</b>	\$ 580.00	\$ 1,000.00	\$ 1,500.00	\$ 2,700.00	\$ 150.00	\$ 75.00		\$ 6,005.00

**LINE ITEM EXPENSES**

Printing Reproduction \$ 50.00  
 Drilling & Testing (See Page 2 of 2) \$ 3,030.00

**Total Expenses**

\$ 3,080.00  
**L&G Engineering Laboratory Total Cost**  
 \$ 9,085.00

Attachment "I"  
 Geotechnical Field and Laboratory Services  
 Saenz St. (Hidalgo County Pct. 1)

	SERVICES		UNITS	UNITS	UNIT COST	TOTAL COST
<b>I.</b>	<b>Project Management / Review</b>					
	A. Principal / Project Manager / Review		Hours		\$ 145.00	\$ -
	B. Senior Project Engineer (Staff)		Hours	1	\$ 125.00	\$ 125.00
	C. Typing and Clerical (Report)		Hours		\$ 37.50	\$ -
	D. Lodging		Day			
	E. Mileage		Mile			
	F. Air Travel		Trip			
<b>II.</b>	<b>Utility Clearances / Boring Locates</b>					
	A. Technician (Locate Borings)(Util Clr)		Hours	2	\$ 42.00	\$ 84.00
	B. Staff Engineer/Geologist/Scientist		Hours			
	C. Rebar (stakes with impalement covers)		Cost +12.5%			
	D. Vehicle Charge		Mile			
	E. Mileage		Mile	30	\$ 0.500	\$ 15.00
<b>III.</b>	<b>Field Exploration</b>					
A	Mobilization/Demobilization		Day	1	\$ 250.00	\$ 250.00
B	Field Exploration					
	1. Soil Boring/Solid Stem w SPT Testing		Feet	28	\$ 18.00	\$ 504.00
	2. Texas Cone Penetration Tests		Ea.	0	\$ -	\$ -
	3. Field Logger / Engineering Tech		Hour	4	\$ 37.50	\$ 150.00
	4. 24 Hr. Water Level Observations		Hour	2	\$ 37.50	\$ 75.00
	5. Piezometers		Each	0	\$ -	\$ -
	6. Vehicle Charge (Support Vehicle)		Mile	60	\$ 2.00	\$ 120.00
	7. Vehicle Charge (Logger)		Mile	90	\$ 0.50	\$ 45.00
<b>IV</b>	<b>Engineering Data Analysis / Report</b>					
	1. Engineering Spec. (Soil Classification)		Hours	1	\$ 90.00	\$ 90.00
	2. Engineering Spec. (Logs & Summaries)		Hours	1	\$ 90.00	\$ 90.00
	3. Moisture Content		Ea.	12	\$ 8.50	\$ 102.00
	4. Atterberg Limits		Ea.	8	\$ 65.00	\$ 520.00
	5. -200 Determination		Ea.	8	\$ 60.00	\$ 480.00
	6. Consolidation Tests		Ea.		\$ 475.00	\$ -
	7. Unconfined Compression Testing		Ea.		\$ 50.00	\$ -
	8. Soil Sulfate Testing		Ea.	4	\$ 95.00	\$ 380.00
<b>Project Total</b>						<b>\$ 3,030.00</b>

**L&G ENGINEERING LABORATORY**

**STANDARD TERMS AND CONDITIONS**

1. L&G Engineering Laboratory (L&G) is being engaged by the CLIENT to render professional services involving the condition of various building, site, and/or environmental materials, which may contain or be contaminated by hazardous materials and asbestos containing materials (ACM). L&G will be compensated largely on the basis of the time required in rendering these professional services---not on the basis of potential legal liabilities created by any risks associated from the hazardous materials and ACM.
2. L&G will perform its services in accordance with the standard of care and diligence normally practiced by recognized professional firms in performing services of a similar nature, in the same locality, under similar circumstances. L&G makes no other warranties or guarantees, expressed or implied.
3. CLIENT will provide right-of-entry to the buildings and sites which are the subjects of L&G'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.
4. The CLIENT will be responsible for providing the location of all underground utilities and other structures in the vicinity of our borings. We cannot accept responsibility and will not be liable for penetrating any underground utility, underground storage tank, or other subsurface condition not previously identified and located, or improperly located, by the CLIENT or utility agency.
5. If materials are encountered in the field which are judged to be potentially hazardous or a danger to our personnel, all field work will cease and the CLIENT will be notified. Subsequent work on the project will then be conducted only with specific additional authorization from the CLIENT and will be charged at appropriate revised unit rates. The scope of work and cost estimate does not include removal of any waste or cutting from the site. Such materials will be containerized and left at the site.
6. The scope of work and cost estimate does not include removal of any waste or drill cuttings from the site. The results of sample analysis or other information will be used to judge the nature of materials left on site. If this information indicates the materials are hazardous or potentially hazardous, and if CLIENT does not wish the waste or drill cuttings to be left on site, L&G will have such materials transported to a licensed facility for final disposal using a manifest signed by the CLIENT as generator. CLIENT agrees to pay all costs associated with management, analyses, storage, transportation, and disposal of materials. CLIENT recognizes and agrees that L&G at no time assumes title to said materials.

7. All samples obtained at the site will be managed by L&G. L&G will retain preservable samples and the residues from testing for 30 days after submission of its report, after which time the samples and residues will be disposed of.

In the event samples contain hazardous constituents, L&G will return such samples and residues to CLIENT, or, using a manifest signed by CLIENT as generator, L&G will have such samples transported to a licensed facility for final disposal. CLIENT agrees to pay all costs associated with management, analyses, storage, transportation, and disposal of materials. CLIENT recognizes and agrees that L&G at no time assumes title to said samples.

8. During its prime, asbestos was used in over 3,000 different products and can still be found in some products today. Consequently, attempts to locate and identify "all" asbestos in a survey would be both impractical and cost prohibitive. If retained to conduct an asbestos survey, L&G will direct its efforts at locating accessible, friable asbestos and non-friable asbestos which might become friable as a result of remodeling activities.
9. Likewise, several thousand chemicals, wastes, and other materials have been designated as hazardous or toxic by various laws and regulations. Attempts to locate and identify "all" such materials in a survey would also be impractical. If retained to conduct a site assessment with respect to such materials, L&G will direct its efforts at locating the most significant sources, or potential sources, of such materials with potential for the most significant impact.
10. The scope of work and cost estimate does not include costs incurred to provide access to sites which are inaccessible to our truck-mounted drill rigs and support vehicles. They also do not include costs incurred due to delays caused by inclement weather.
11. L&G will provide CLIENT with a written report in connection with the services performed. The report will present such findings and conclusions as L&G may reasonably make with the information gathered while performing its services.
12. The Contractor shall indemnify and hold the Owner and its officers, employees and successors, harmless from and against all damages, losses, and judgments, including reasonable attorney's fees and expenses to the extent they arise from the Contractor's negligent acts or omissions in the performance of its services and for patent, copyright or trademark infringement attributable to the Contractor's services. The Owner assumes liability for and agrees to indemnify, and hold the Contractor, its consultants and their respective officers, directors, shareholders, partners, principals, employees and successors harmless from and against all damages, losses and judgments, including reasonable attorney's fees and expenses, to the extent they arise from the owners, its agents, employees, consultants, contractors or construction manager (collectively for this indemnity "Owner Entity") gross negligence or willful misconduct. This indemnity applies to any Owner Entity deviations from the Instruments of Service not approved by the Contractor in writing. The Owner has no obligation to investigate the Contractor's

services for inconsistencies. The provisions of this section shall extend for all time not withstanding the termination or expiration of the Agreement.

13. Cancellation of the Agreement to which these terms and conditions apply may be made by either party for just cause after thirty days' written notification of intent of cancellation is provided to the other party. In the event the CLIENT elects to terminate the Agreement, L&G will be compensated in full for all services, materials, supplies, and expenses incurred prior to the actual cancellation date of the Agreement. The CLIENT shall in any event pay all amounts invoiced that the CLIENT does not dispute as provided herein.
  
14. All claims, disputes, and other controversy between L&G and CLIENT arising out of or in any way related to the services provided by L&G will be submitted to "alternative dispute resolution" (ADR) such as 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 required litigation as provided above, then; a) CLIENT assents to personal jurisdiction in the State of Texas; b) the claim will be brought and tried in judicial jurisdiction of the court of the county of Hidalgo; and CLIENT waives the right to remove action to any other county or jurisdiction; and c) The prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' and expert witness fees, and other claim-related expenses.

Run date: 01/12/2010 @ 10:58  
Bus date: 01/12/2010

Hidalgo County Urban Program  
R/E Act vs Bud W/Encumbrance

Select...: PXXXX 5009-91-0311-XXXX  
PGCITY.L02 Page 1

Fiscal year thru period ending 01/31/2010

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Description	Month to date	Year to date	Ytd encumbrnce	Annual budget	Annual var	% used
5009 91 0311 5000 1500 STREET IMP (DONNA	.00	.00	.00	232,946.00	232,946.00	.0%
5009 91 0311 5000 9100 STREET IMPROVEMEN	.00	.00	.00	371,594.92	371,594.92	.0%
5009 91 0311 5001 9100 STREET IMP (DONNA	.00	.00	.00	65,000.00	65,000.00	.0%
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Total Expenditure	.00	.00	.00	669,540.92	669,540.92	.0%
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