

THE STATE OF TEXAS   §  
  §  
COUNTY OF HIDALGO   §

PROFESSIONAL SERVICES AGREEMENT  
C-09-328-08-11

THIS AGREEMENT is made effective the 11<sup>TH</sup> day of August, 2009 by and between HIDALGO COUNTY, TEXAS, (“County”) Precinct No. 1 and L&G Engineering Laboratory LLC of Mercedes, Texas, a Texas Corporation (“Laboratory”).

WITNESSETH:

WHEREAS, the County is vested with the responsibility of providing construction materials testing (the “Services”) for “Hidalgo County Precinct No. 1 Projects;” (ON A AS NEED BASIS)

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

WHEREAS, pursuant to Texas Government Code Chapter 2254 (the “Texas Professional Services Procurement Act”), the County requested proposals from a professional laboratory to assist the County by providing the Services;

WHEREAS, County has selected the Laboratory to provide the Services within Hidalgo County Precinct No. 1, in accordance to Exhibit “A-1” Request for Qualifications (RFQ) Procurement Packet.

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

1. **Scope of Services.** The County will provide to Laboratory the services described in Exhibit "A" attached hereto and entitled "Services to be Performed by County." Laboratory agrees to provide to County with the work described in Exhibit "B", "Services to be Performed by the Laboratory."

2. **Non-Exclusive Services of Laboratory.** Hidalgo County reserves the right to request these services from other sources other than the Laboratory and shall not be in violation of any terms or conditions of this Agreement.

3. **Term.** This Agreement becomes effective when fully executed by both parties and will terminate one (1) year from the date of execution or unless sooner terminated as provided herein. The Laboratory will not begin to work or incur costs until authorized in writing by the County with each "Work Authorization" particularly described in Exhibit "D."

4. **Compensation.** The maximum amount payable under this Agreement shall not exceed the amount for each work authorization unless an amendment is executed as provided hereinafter. The Laboratory shall submit periodic requests for payment within (30) thirty days after completion of each Work Authorization. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the

date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment for said Services in the customary manner provided for payments utilized by Hidalgo County, Texas. Laboratory agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Agreement and to keep accurate books and records of all such receipts and/or expenditures. All payments to Laboratory shall be mailed to the address shown in numbered paragraph 24 herein.

**5. Inspection of Work.** The County has the right at all reasonable times to inspect or otherwise evaluate the work performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Laboratory, or of a subcontractor, the Laboratory shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay their work.

**6. Amendments.** If it becomes necessary at any time during this Agreement to change the scope of Services, the Agreement period, the maximum amount payable, the complexity, or the character of this Agreement, an amendment shall be executed by use of a (Supplemental Agreement Form) more particularly described in Exhibit "E"

within the agreement. The County retains the right to reject any such amendment proposed by the Laboratory. Any such amendments shall be made in writing, agreed to by all parties hereto, and duly executed before the end of the Agreement as specified. If the County finds it necessary to require changes in completed work because of errors made by the Laboratory, the County shall require the Laboratory to correct the work at no cost to the County and without amendment to the Agreement. If the changes are made at the request of the County and are not due to errors of the Laboratory, the County will reimburse the Laboratory for the additional work at the same rate of pay established in Exhibit "C," "Laboratory Rates." If payment for the additional work will cause the maximum amount payable under this Agreement to be exhausted, an amendment shall be proposed in accordance with all State procurement laws.

**7. Reporting.** The Laboratory shall promptly advise the County in writing of events which have a significant impact upon the Agreement, including:

- a. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or

contemplated and any County or, if Federal Funds are involved, Federal assistance needed to resolve the situation.

- b. Favorable developments or events which enable meeting time schedules and goals to be met sooner than anticipated or which are producing more work units than originally projected.

**8. Ownership of Documents.** Upon completion or termination of this Agreement, all documents prepared by the Laboratory or furnished to the Laboratory by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this Agreement shall be made available, upon request, to the County without restriction or limitation on their further use. The Laboratory may, at its own expense, have copies made of the documents or any other data furnished to the County under this Agreement.

**9. Suspension of Work.** Should County desire to suspend the work under this Agreement, but not terminate this Agreement, the County shall provide thirty (30) calendar days verbal notification to Laboratory, followed by written confirmation from the County to Laboratory to that effect. The thirty-day notice may be waived as agreed in writing by both the County and Laboratory to that effect. The work under this Agreement may be reinstated and resumed in full force and effect within sixty

(60) days of receipt of written notice from the County to the Laboratory. The sixty-day notice may be waived as agreed in writing by both the County and Laboratory. If the County suspends the work, the Termination Date as identified above is not affected and this Agreement will terminate on the date specified.

10. **Progress and Coordination.** The Laboratory shall, from time to time during the progress of the work, confer with the County. The Laboratory shall prepare and present such information as may be pertinent and necessary, or as may be requested by the County, in order to evaluate features of the Laboratory's services and work.

At the request of the County or the Laboratory, conferences shall be provided at the Laboratory's office, the offices of the County, or at other locations designated by the County. These conferences shall also include evaluation of the Laboratory's services and work when requested by the County.

All applicable study reports shall be submitted in preliminary form for approval by the County before the final report is issued. The County's comments regarding the Laboratory's preliminary report will be addressed by the Laboratory in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the Laboratory's Services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the Laboratory's Services and work does not satisfy the requirements of the approved Work Authorization as provided by Exhibit "D", attached hereto, the County shall review the approved Work Authorization with the Laboratory to determine the corrective action needed by either the County or the Laboratory.

The Laboratory shall promptly advise the County in writing of events which have a significant impact upon the progress of the Laboratory's Services and work and the approved Work Schedule, including:

- a. problems, delays, adverse conditions which will materially affect the ability to attain Agreement objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of Project deliverables by the Laboratory within established time periods; this disclosure will be accompanied by a statement by the Laboratory of recommended or immediate action taken, or

contemplated, and any Owner or other agency or entity assistance needed to resolve the situation: and

- b. favorable developments or events which enable meeting the Work Schedule goals sooner than anticipated.

11. **Independent Contractor.** Laboratory must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the Services provided by Laboratory under this Agreement. Notwithstanding the foregoing sentence, Laboratory represents and maintains that it is an Independent Contractor and is not an employee of Hidalgo County, Texas or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Laboratory agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

12. **Subcontracting and Assignment.** The Laboratory shall not assign subconsultant or transfer the Laboratory's interest in this Agreement without the prior written consent of the County. The Laboratory shall bind every subconsultant by

written contract to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontractor relieves the Laboratory of any responsibilities under this Agreement.

13. **Voluntary Termination.** County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days prior written notice to the Laboratory.

14. **Insurance.** Laboratory agrees to provide liability insurance covering its activities in providing the Services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish County a certificate issued by the insurer that such insurance is in full force and effect.

15. **Payment of Franchise Tax.** The Laboratory hereby certifies that the Laboratory is not delinquent in Texas franchise tax payments, or that the Laboratory is exempt from, or not subject to, such tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the County.

16. **No Assignment.** Except as otherwise herein provided, Laboratory may not assign the obligations or rights under this Agreement to any person without the prior written consent of County.

17. **Conflict.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to Agreement, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them the legal requirements and only during the time such conflict exists.

18. **Termination by County.** If Laboratory fails to deliver quality Services, fails to achieve the defined goals, outcomes, strategies and outputs required by County, or if Laboratory fails to comply with any conditions in this Agreement, then County shall have the right to terminate this Agreement upon the giving of ten (10) days prior written notice to Laboratory.

19. **No Waiver.** No waiver by County of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

20. **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by County and Laboratory, and not otherwise.

21. **Venue.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

22. **Hold Harmless.** In the event Laboratory should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Laboratory shall hold harmless and indemnify County from any and all obligations, liabilities, cause of action, lawsuits, damages, and assessments, including legal fees, etc., that from the

Laboratory's intentional actions or negligence. This indemnification clause shall survive this Agreement and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

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

24. **Notices.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by a registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County: County of Hidalgo

Attention: County Judge  
100 East Cano, 2<sup>nd</sup> Floor  
Edinburg, Texas 78539

If to Laboratory: L & G Engineering Laboratory LLC  
2100 W Expressway 83  
Mercedes, TX 78570

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addresses or, if mailed at such time as it is deposited in the United States mail.

25.           **Executions of Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

26.           **Binding Agreement.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

27. **Gender.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neutral gender, and the singular shall include the plural whenever and as often as may be appropriate.

28. **Authority.** The execution and performance of this Agreement by County and Laboratory have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of County and Laboratory in accordance with its terms.

29. **Professional Seal.** All documents and data furnished by the Laboratory to the County shall bear Professional seal of a licensed Engineer employed by the Laboratory.

EXECUTED as of the day and year first written above.

COUNTY:

COUNTY OF HIDALGO, TEXAS

By: 

Juan D. Salinas III, County Judge

LABORATORY:

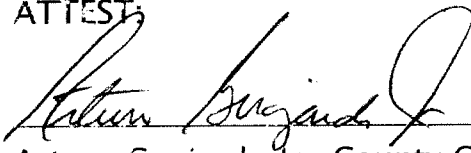
L & G Engineering Laboratory LLC

By: 

Printed Name JACINTO GARZA

Title: President

ATTEST:



Arturo Guajardo Jr., County Clerk

Approved by Commissioners' Court: 8/11/09

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: 

Stephen L. Crain, Attorney

ATTACHMENTS:

- EXHIBIT A -Scope of Services to be provided by the County
- EXHIBIT B -Scope of Services to be provided by the Laboratory
- EXHIBIT C -Laboratory's Rates
- EXHIBIT D -Work Authorization Form
- EXHIBIT E -Supplemental Agreement Form
- EXHIBIT F -Certificates of Insurance

# EXHIBIT "A"

## Services to be Provided by County

The following provides an outline of the services to be provided by the Owner in the development of Projects (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

### General:

The Owner will provide to the Laboratory the following:

- 1) Provide the authorization to proceed with services through coordination with the project consulting and design Laboratory.
- 2) Payment for work performed by the Laboratory and accepted by the Owner in accordance with Article 3 of this Agreement.
- 3) Assistance to the Laboratory, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Laboratory cannot easily obtain.
- 4) Provide any available relevant data the Owner may have on file concerning the projects.
- 5) Provide timely review and decisions in response to the Laboratory's request for information and/or required submittals and deliverables, in order for the Laboratory to maintain the agreed upon work schedule prepared in accordance with Exhibit "A" attached to this Agreement.
- 6) Attend and participate in progress meetings as required and as coordinated and conducted by Laboratory.
- 7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Laboratory.

# Exhibit "B"

## Services to be Provided by Laboratory

The services to be provided by the LABORATORY in providing Construction Materials Testing Services for: Hidalgo County Precinct No.1 Projects, "ON A AS NEEDED BASIS" and projects is as follows:

### A. Preliminary Phase:

- 1) Attend preliminary conferences with the OWNER and, if requested, with the funding agency and other government agencies or interested parties regarding the Project.
- 2) Provide for the necessary geotechnical investigation and testing necessary to develop design.
- 3) Provide environmental studies as may be necessary to complete a project.
- 4) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
- 5) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
- 6) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, and maintenance projects.
- 7) Provide assistance to the OWNER in providing pavement condition studies.

### B. Design Phase:

- 1) Attend the OWNER'S and respective Party's meeting as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed design activities.
- 2) Perform any additional geotechnical investigations, testing and environmental studies necessary to collect information required in the design of the Project.

- 3) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
- 4) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
- 5) Provide assistance to the OWNER in providing pavement rehabilitation recommendation for the design, construction and maintenance projects.
- 6) Provide assistance to the OWNER in providing pavement condition studies.
- 7) Furnish the OWNER all necessary report for preliminary design, design, and construction and maintenance projects.

**C. Construction/Maintenance Phase:**

- 1) Attend the OWNER'S and respective Party's pre-construction and construction meetings as requested for the purpose of explaining geotechnical investigation report recommendation and preliminary testing results and their impact to proposed construction activities and establish coordination and lines of communication for proposed construction materials testing during construction activities.
- 2) Consult and advise with the OWNER during construction.
- 3) Provide construction materials testing for construction and maintenance project as required by the project plans and specifications and/or specified by the project design Laboratory.
- 4) Review all material designs as requested by the OWNER and/or project design Laboratory.
- 5) Furnish the OWNER all necessary reports for construction and maintenance projects.
- 6) Provide construction observation services as requested by the OWNER on construction and maintenance projects.

**D. Miscellaneous/Other:**

- 1) Act for Owner in professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of the profession.
- 2) Perform all technical services under the general direction of a Licensed Professional Laboratory 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 designated by County.
- 3) Employ testing 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, upon request, submit to the OWNER or its authorized representative documentation of such calibration.
- 4) Promptly submit formal construction materials testing reports for all tests, observations and services performed indicating where applicable, compliance with OWNER specifications or other documents. Such reports shall be completed and factual, citing the tests performed, methods employed, values obtained, parts of the structure and location at which tests were made.
- 5) The plans and specifications prepared under this Agreement shall become the property of the OWNER upon completion of the work and payment in full of all monies due to the Laboratory.
- 6) Retain all pertinent records relating to the services performed for a period of five (5) years following submission of all reports, during which period the records will be made available to the Owner within a reasonable time.

**NOTE:** Change in and/or additional services to Scope will require prior approval from Owner prior to undertaking.

**EXHIBIT "C"**  
**L&G ENGINEERING LABORATORY, L.L.C.**  
**LABORATORY RATES FOR FY 2009-2010**

**Soils Testing**

		<b>FY 2009</b>	<b>FY 2010</b>
Moisture Content Determination	ASTM D2216 - Tex-103-E	\$9.55/Ea.	\$9.85/Ea.
Determination of Liquid Limit of Soils	Tex-104-E	\$47.90/Ea.	\$49.35/Ea.
Determination of Plastic Limit of Soils	Tex-105-E	\$47.90/Ea.	\$49.35/Ea.
Atterberg Limits of Soils	ASTM D 4318 - Tex-106-E	\$71.80/Ea.	\$73.95/Ea.
Bar Linear Shrinkage of Soils	Tex-107-E	\$59.90/Ea.	\$61.70/Ea.
Material Finer #200 Sieve	ASTM D 1140 -Tex-111-E	\$59.90/Ea.	\$61.70/Ea.
Lime Series Testing	Tex-112-E	\$483.95Ea.	\$498.45/Ea.
Moisture-Density Relationship (TxDOT)	Tex-113-E / Tex-114-E	\$191.60/Ea	\$197.35/Ea.
Standard Proctor	ASTM D 698	\$185.50/Ea.	\$191.05/Ea.
Modified Proctor	ASTM D 1557	\$191.55/Ea.	\$197.30/Ea.
Field Density Test (Nuclear)	ASTM D 2950 - Tex-115-E	\$21.55/Ea.	\$22.20/Ea.
Determination of Soil pH	Tex-128-E	\$77.85/Ea.	\$80.20/Ea.
Soil-Lime Testing	Tex-121-E	\$143.70/Ea.	\$148.00/Ea.
Resistivity of Soils	Tex-129-E	\$87.10/Ea.	\$89.70/Ea.
Sieve Analysis (Dry)(4 Sieves)	ASTM C 136 - Tex-200-F	\$53.85/Ea.	\$55.45/Ea.
Sieve Analysis (Washed)(4 Sieve)	ASTM C 136 - Tex-200-F	\$65.80/Ea.	\$67.75/Ea.
Sieve Analysis (Additional Sieves)	ASTM C 136 - Tex-200-F	\$12.00/Ea.	\$12.35/Ea.
Texas Wet Ball Mill (Base Material Quality)	Tex-116-E	\$209.55/Ea.	\$215.85/Ea.

**Coarse & Fine Aggregate Quality Testing**

Decantation Test (Conc. Aggr.)	ASTM C117 - Tex-406-A	\$41.90/Ea.	\$43.15/Ea.
Specific Gravity/Absorp. (Conc. Aggr)	ASTM C127 - Tex-403-A	\$65.80/Ea.	\$67.75/Ea.
5 Cycle Magnesium Soundness	ASTM C88 - Tex-411-A	\$508.80/Ea.	\$524.05/Ea.
SSD Unit Weight of Aggregates	ASTM C29 - Tex-404-A	\$59.90/Ea.	\$61.70/Ea.
Percent Voids/Solids in Conc. Aggr.	Tex-405-A	*\$*\$11.95/Ea.	\$12.30/Ea.
<b>*(In Conjunction w/ SSD Unit Wt of Aggregates)</b>			
Sand Equivalent	ASTM D 2419 - Tex-203-F	\$65.80/Ea.	\$67.75/Ea.
Specific Gravity / Absorption (Fine Aggr.)	ASTM C 128 - Tex -403-A	\$71.80/Ea.	\$73.95/Ea.
Organic Impurities in Fine Aggregate	ASTM C 87 - Tex -408-A	\$41.90/Ea.	\$43.15/Ea.
Fineness Modulus of Fine Aggregate	Tex-402-A	\$14.40/Ea.	\$14.80/Ea.
Acid Insoluble of Fine Aggregate	Tex-612-J	\$77.85/Ea.	\$80.20/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	\$21.50/Ea.	\$22.15/Ea.
Air Content (Volumetric)	ASTM C 173	\$23.92/Ea.	\$24.65/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	\$14.40/Ea.	\$14.85/Ea.
Cylindrical Specimen Prep./Hold/Cure	ASTM C 192	\$10.80/Ea.	\$11.15/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	\$29.95/Ea.	\$30.85/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	\$29.95/Ea.	\$30.15/Ea.
Masonry Unit Prep. /Compressive Str. (Set of 3)	ASTM C 140	\$209.50/Ea.	\$215.75/Ea.
Masonry Unit SPG/Abs./Unit Wt. (Set of 3)	ASTM C 140	\$209.50/Ea.	\$215.75/Ea.

**\*(In Conjunction w/ Field Inspection)**

**Pavement Thickness / Asphalt Quality**

		<b>FY 2009</b>	<b>FY 2010</b>
Coring – ACP Thickness	ASTM D 3549	\$59.90/Ea.	\$61.70/Ea.
Pavement Thickness Determination (Full Depth)	ASTM	\$79.70/Ea.	\$82.10/Ea.
Density of Asphaltic Cores (4 or 6 inch)	Tex-207-F	\$65.80/Pr.	\$67.80/Ea.
Extraction/Sieve Analysis/Asphalt Content	Tex-210-F / Tex-200-F	\$209.50/Ea.	\$215.80Ea.
Asphalt Rolling Pattern (Nuclear Method)	Tex-207-F – Part IV	\$35.95/Ea.	\$37.00/Ea.
Eff. Of Water on Asphalt Mixtures (As Rec'd)	Tex-531-C	\$77.85/Ea.	\$80.20/Ea.

**Geotechnical Field Services**

		<b>FY 2009</b>	<b>FY 2010</b>
Mobilization		\$400.00/Day	\$412.00/Day
Stand-By Time		\$175.00/Hr.	\$180.25/Day
Texas Cone Penetration Test (Tex-132)		\$5.00/Ea.	\$5.15/Ea.
Soil Boring / Solid Stem		\$28.00/Lf	\$28.85/Lf
Soil Boring / Hollow Stem		\$28.00/Lf	\$28.85/Lf
Soil Boring / Mud Rotary		\$28.00/Lf	\$28.85/Lf
Support Truck		\$1.50/Mi.	\$1.55/Mi.
Peizometer / Monitoring Well		By Quote	By Quote

**Soil Classification Testing**

		<b>FY 2009</b>	<b>FY 2010</b>
Moisture Content Determination		\$9.55/Ea.	\$9.85/Ea.
Determination of Liquid Limit of Soils		\$47.90/Ea.	\$49.35/Ea.
Determination of Plastic Limit of Soils		\$47.90/Ea.	\$49.35/Ea.
Atterberg Limits of Soils		\$71.80/Ea.	\$73.95/Ea.
Bar Linear Shrinkage of Soils		\$59.90/Ea.	\$61.70/Ea.
<b>Sieve Analysis</b>			
Through #200 Sieve		\$70.00/Ea.	\$72.10/Ea.
Finer #200 Sieve		\$50.00/Ea.	\$51.50/Ea.
Unit Dry Weight		\$26.00/Ea.	\$26.78/Ea.
Specific Gravity		\$70.00/Ea.	\$72.10/Ea.

**Strength / Volume Change Laboratory Testing**

		<b>FY 2009</b>	<b>FY 2010</b>
Unconfined Compression-Soil Shelby Tube Specimen		\$45.00/Ea.	\$46.35/Ea.
Unconfined Compression-RockCore Specimen		\$48.00/Ea.	\$49.45/Ea.
Swell Test-Pressure Method		\$250.00/Ea.	\$257.50/Ea.
Swell Test-Free Swell		\$140.00/Ea.	\$144.20/Ea.
Consolidation Test		\$470.00/Ea.	\$484.10/Ea.
Hydraulic Conductivity		\$350.00/Ea.	\$360.50/Ea.

**Pavement Investigation**

**FY 2009**

**FY 2010**

Core Existing Asphalt for Thickness, Perform Caliche Base Thickness, Sieve Analysis and Plasticity Index,  
Stabilized Subgrade Thickness and Plasticity Index

\$448.90/Ea.

\$462.35/Ea.

**L&G Engineering Laboratory provides Technical and Engineering services at the rates listed below.**

**Personnel:**

Engineer (Principal).....	\$143.70/Hr.	\$148.00/Hr.
Engineering Specialist.....	\$107.70/Hr.	\$110.95/Hr.
Technician (Soils).....	\$43.10/Hr.	\$44.40/Hr.
Technician (Concrete).....	\$55.05/Hr.	\$56.70/Hr.
Technician (Asphalt).....	\$55.05/Hr.	\$56.70/Hr.

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

**FY 2009**

**FY 2010**

Test Report..... \$21.25/Ea.

\$21.90/Ea.

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.

**Expenses:**

Mileage..... .47/Mi

.48/Mi.

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.**

**EXHIBIT "D"**  
**HIDALGO COUNTY**  
**Agreement #C-00-000-00-00**  
**Work Authorization Form**

**WORK AUTHORIZATION NO. \_\_**

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between HIDALGO COUNTY, action herein by and through the Commissioner's Court, hereinafter called the "Owner," and, \_\_\_\_\_ professional Laboratorys of \_\_\_\_\_ Texas, hereinafter called "Laboratory".

**PART 1. SCOPE OF WORK**

The purpose of this Work Authorization is for the Laboratory to provide\_\_\_\_\_.

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 Laboratory is identified in *EXHIBIT "B" - Scope of Services to be Provided by the Laboratory* attached hereto.

**PART 2. ESTIMATED COST**

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

**PART 3. PAYMENT**

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

**PART 4. FUNDING**

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

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

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. \_ Commissioner \_\_\_ as to content and detail of this Work Authorization No. \_\_\_.

**HIDALGO COUNTY**

COMMISSIONER PRECINCT No. \_\_\_:

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 \_\_\_\_\_, 2009.

**THE LABORATORY:**

L&G Engineering Laboratory LLC

\_\_\_\_\_

By: \_\_\_\_\_

Print Name

**THE OWNER:**

HIDALGO COUNTY

\_\_\_\_\_

By: Juan D. Salinas III, County Judge

**ATTEST:**

\_\_\_\_\_

by: Arturo Guajardo Jr., County Clerk

**EXHIBIT "E"**

Supplemental Agreement Form

THE STATE OF TEXAS   §  
  §  
COUNTY OF HIDALGO   §

**SUPPLEMENTAL AGREEMENT NO. \_\_\_\_\_**

TO AGREEMENT FOR PROFESSIONAL CONSTRUCTION MATERIAL TESTING SERVICES

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of paragraph 5 of the Agreement made by and between HIDALGO COUNTY, acting herein by and through the Commissioner’s Court, hereinafter called the “Owner”, and \_\_\_\_\_, Professional Laboratory of, \_\_\_\_\_, Texas, hereinafter called the “Laboratory”.

WITNESSETH

WHEREAS, the Owner and the Laboratory executed the Agreement on the \_\_\_\_\_ day of \_\_\_\_\_ 2009 concerning Laboratory for \_\_\_\_\_ (hereinafter referred to as the “Project”); and,

WHEREAS, Paragraph \_\_\_ of the Agreement, (paragraph title), establishes \_\_\_\_\_; and,

WHEREAS, it has become necessary to amend the Agreement to \_\_\_\_\_

A. AGREEMENT

NOW THEREFORE, premises considered, the Owner and the Laboratory agree that said Agreement is amended as follows:

I. Paragraph \_\_\_ of the Agreement, (paragraph title), is revised to \_\_\_\_\_

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All other provisions are unchanged and remain in full force and effect.  
IN WITNESS WHEREOF, the Laboratory and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

THE LABORATORY:

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

Address for Giving Notices:

\_\_\_\_\_  
\_\_\_\_\_

THE OWNER:  
HIDALGO COUNTY

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

LIST OF ATTACHMENTS  
  
(as required)

**EXHIBIT "F"**  
Certificate of Insurance

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/20/09

<b>PRODUCER</b> Willis of Texas, Inc. (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.	
	<b>INSURED</b> L & G Engineering Laboratory LLC,  2100 W Expressway 83 Mercedes, TX 78570	<b>INSURERS AFFORDING COVERAGE</b>
	INSURER A: <b>Steadfast Insurance Co.</b>	<b>26387</b>
	INSURER B: <b>Texas Mutual Insurance Company</b>	<b>22945</b>
	INSURER C: <b>Peerless Insurance Company</b>	<b>24198</b>
	INSURER D:	
	INSURER E:	

**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 INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	GPL967060501	07/19/09	07/19/10	EACH OCCURRENCE \$2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PPD Ded:10000 GENTL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/POP AGG \$2,000,000
C	AUTOMOBILE LIABILITY	AU4001151573	07/19/09	07/19/10	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	<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				BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY				<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	TSF0001038059	07/23/09	07/23/10	<input checked="" type="checkbox"/> WG STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	OTHER Professional Liability	GPL967060501	07/19/09	07/19/10	\$2,000,000 ea. Incident \$2,000,000 agg.

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**

Hidalgo County Precinct #1  
1902 Joe Stevens Dr.  
Weslaco, TX 78596

**CANCELLATION**

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*