

HIDALGO COUNTY
Professional Engineering Services
Contract # C-10-319-10-19
Work Authorization Form

WORK AUTHORIZATION NO. 1

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 Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide Construction Materials Testing Services for Encinal No. 2/Los Alamos Subdivision Construction Project in Hidalgo County Precinct No. One (1)

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 \$5,277.54. 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. 1 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. 1 Commissioner Joel Quintanilla as to content and detail of this Work Authorization No. # 1.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 1:

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 _____, 2011.

THE ENGINEER:
L&G ENGINEERING LABORATORY, LLC

THE OWNER:
HIDALGO COUNTY

By: Jacinto Garza, P.E.

Ramon Garcia, County Judge

ATTEST:

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
ATTACHMENT "D" - Cost Proposal

ATTACHMENT "A"
Scope of Services (Owner)

PROJECT: Encinal No. 2 / Los Alamos Subdivision Construction Project.
In Hidalgo County Precinct No. One (1)

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 Encinal No. 2/Los Alamos Subdivision Construction Project.

ATTACHMENT "B"
Scope of Services (Engineer)

PROJECT: Encinal No. 2/Los Alamos Subdivision Construction Project in Hidalgo County Precinct No. One (1)

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 Encinal No. 2/Los Alamos Subdivision Construction Project in Hidalgo County Precinct No. One (1)

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.
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- Any additional laboratory testing as required/requested by The County of Hidalgo and the project plans and specifications.
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- 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: Encinal No. 2/Los Alamos Subdivision Construction Project in Hidalgo County Precinct No. One (1)

Work Schedule

L&G Engineering Laboratory will provide Hidalgo County Pet. # 1 with Construction Materials Testing Services as outlined in Contract Agreement C-10-319-10-19.

ATTACHMENT "D"
Cost Proposal

PROJECT: Encinal No. 2/Los Alamos Subdivision Construction Project in Hidalgo County
Precinct No. One (1)

See Attached

ACCEPTANCE

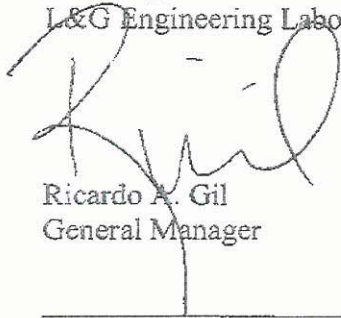
L&G Engineering Laboratory appreciates the opportunity of submitting this proposal and look forward to working with you in the development of this project, which will be carried out accordance with this letter and the following attachments:

<u>Attachment</u>	<u>Description</u>
I	Cost Proposal
II	Standard Terms and Conditions

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

L&G 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.

Sincerely,
L&G Engineering Laboratory, LLC



Ricardo A. Gil
General Manager

Jacinto Garza, P.E., President, CEO

Date

Accepted By _____
(Signature)

(Typed or Printed Name)

(Title)

Date: _____

Attachment "J"
Encinal No. 2 & Los Alamos Subdivisions
Prepared for Hidalgo County Pct. 1

Los Alamos Subdivision CMT Fees:	\$2,704.90
Encinal No. 2 CMT Fees:	\$2,572.64
Total Estimated Fees	\$5,277.54

L & G Engineering Laboratory

Construction Material Testing
Geotechnical Engineering

Attachment "I"
Encinal No. 2 Subdivision
Prepared for Hidalgo County Pct. 1

<i>Subgrade Testing - Laboratory</i>					
Tech Time	2	Hrs.	\$44.40	\$88.80	
Trip Charge	8	Mi.	\$0.49	\$3.92	
Atterberg	1	Ea.	\$75.05	\$75.05	
Moisture-Density Determ	1	Ea.	\$191.05	\$191.05	
Reports	1	Ea.	\$22.23	\$22.23	
Eng. Spec.	0.25	Hr.	\$112.61	\$28.15	
Engineer	0.25	Hr.	\$150.22	\$37.56	
			Sub.	<u>\$446.76</u>	
<i>Subgrade Field Density Testing</i>					
Tech Time	2	Hrs.	\$44.40	\$88.80	based
Trip Charge	10	Mi.	\$0.49	\$4.90	on
Comp. Test	2	Ea.	\$22.53	\$45.06	one
Reports	1	Ea.	\$22.23	\$22.23	trip
Eng. Spec.	0.25	Hr.	\$112.61	\$28.15	
Engineer	0.25	Hr.	\$150.22	\$37.56	
			Sub.	<u>\$226.70</u>	
<i>Roadway Base Materials Testing - Laboratory</i>					
Tech Time	2	Hrs.	\$44.40	\$88.80	
Trip Charge	8	Mi.	\$0.49	\$3.92	
Sieve Analysis	1	Ea.	\$56.28	\$56.28	
Atterberg	1	Ea.	\$75.05	\$75.05	
Moisture-Density Determ	1	Ea.	\$191.05	\$191.05	
Reports	1	Ea.	\$22.23	\$22.23	
Eng. Spec.	0.25	Hr.	\$112.61	\$28.15	
Engineer	0.25	Hr.	\$150.22	\$37.56	
			Sub.	<u>\$503.04</u>	
<i>Base Material Field Density Testing</i>					
Tech Time	2	Hrs.	\$44.40	\$88.80	
Trip Charge	8	Mi.	\$0.49	\$3.92	based
Comp. Test	3	Ea.	\$22.53	\$67.59	on 1
Reports	1	Ea.	\$22.23	\$22.23	trip
Eng. Spec.	0.25	Hr.	\$112.61	\$28.15	
Engineer	0.25	Hr.	\$150.22	\$37.56	
			Sub.	<u>\$248.25</u>	
<i>Concrete Curb & Gutter</i>					
Tech Time	4	Hrs.	\$56.70	\$226.80	
Trip Charge	16	Mi.	\$0.49	\$7.84	based on
Air Content	1	Ea.	\$22.48	\$22.48	1 trip
Cyl. Prep/Cure	4	Ea.	\$11.32	\$45.28	
Compressive Strength	4	Ea.	\$15.07	\$60.28	
Reports	3	Ea.	\$22.23	\$66.69	
Eng. Spec.	0.5	Hr.	\$112.61	\$56.31	
Engineer	0.5	Hr.	\$150.22	\$75.11	
			Sub.	<u>\$560.79</u>	

Asphalt Testing-Field and Laboratory

Tech Time	2	Hrs.	\$56.70	\$113.40	
Trip Charge	8	MI	\$0.49	\$3.92	Field
Rolling Patterns	1	Ea.	\$37.56	\$37.56	Asphalt
%AC-Grad	1	Ea.	\$219.04	\$219.04	Testing
Reports	1	Ea.	\$22.23	\$22.23	
Asphalt Thickness	2	Ea.	\$62.63	\$125.26	
Eng. Spec.	0.25	Hr.	\$112.61	\$28.15	
Engineer	0.25	Hr.	\$150.22	\$37.56	
			Sub.	<u>\$587.12</u>	

Estimated Project Total \$2,572.64

L & G Engineering Laboratory

Construction Material Testing
Geotechnical Engineering

Attachment "I"
Los Alamos Subdivision
Prepared for Hidalgo County Pct. 1

Subgrade Testing - Laboratory					
Tech Time	2	Hrs.	\$44.40	\$88.80	
Trip Charge	8	MI.	\$0.49	\$3.92	
Atterberg	1	Ea.	\$75.05	\$75.05	
Moisture-Density Determ	1	Ea.	\$191.05	\$191.05	
Reports	1	Ea.	\$22.23	\$22.23	
Eng. Spec.	0.25	Hr.	\$112.61	\$28.15	
Engineer	0.25	Hr.	\$150.22	\$37.56	
			Sub.	\$446.76	
Subgrade Field Density Testing					
Tech Time	2	Hrs.	\$44.40	\$88.80	based
Trip Charge	10	MI.	\$0.49	\$4.90	on
Comp. Test	2	Ea.	\$22.53	\$45.06	one
Reports	1	Ea.	\$22.23	\$22.23	trip
Eng. Spec.	0.25	Hr.	\$112.61	\$28.15	
Engineer	0.25	Hr.	\$150.22	\$37.56	
			Sub.	\$226.70	
Roadway Base Materials Testing - Laboratory					
Tech Time	2	Hrs.	\$44.40	\$88.80	
Trip Charge	8	MI.	\$0.49	\$3.92	
Sieve Analysis	1	Ea.	\$56.28	\$56.28	
Atterberg	1	Ea.	\$75.05	\$75.05	
Moisture-Density Determ	1	Ea.	\$191.05	\$191.05	
Reports	1	Ea.	\$22.23	\$22.23	
Eng. Spec.	0.25	Hr.	\$112.61	\$28.15	
Engineer	0.25	Hr.	\$150.22	\$37.56	
			Sub.	\$503.04	
Base Material Field Density Testing					
Tech Time	2	Hrs.	\$44.40	\$88.80	based
Trip Charge	8	MI.	\$0.49	\$3.92	on 1
Comp. Test	3	Ea.	\$22.53	\$67.59	trip
Reports	1	Ea.	\$22.23	\$22.23	
Eng. Spec.	0.25	Hr.	\$112.61	\$28.15	
Engineer	0.25	Hr.	\$150.22	\$37.56	
			Sub.	\$248.25	
Concrete Curb & Gutter					
Tech Time	4	Hrs.	\$56.70	\$226.80	based on
Trip Charge	16	MI.	\$0.49	\$7.84	2 trips
Air Content	1	Ea.	\$22.48	\$22.48	
Cyl. Prep/Cure	4	Ea.	\$11.32	\$45.28	
Compressive Strength	4	Ea.	\$15.07	\$60.28	
Reports	3	Ea.	\$22.23	\$66.69	
Eng. Spec.	0.5	Hr.	\$112.61	\$56.31	
Engineer	0.5	Hr.	\$150.22	\$75.11	
			Sub.	\$560.79	

Asphalt Testing-Field and Laboratory

Tech Time	2	Hrs.	\$56.70	\$113.40	
Trip Charge	16	Mi	\$0.49	\$7.84	Field
Rolling Patterns	1	Ea.	\$37.56	\$37.56	Asphalt
%AC-Grad	1	Ea.	\$219.04	\$219.04	Testing
Reports	1	Ea.	\$22.23	\$22.23	
Asphalt Thickness	3	Ea.	\$62.63	\$187.89	
Eng. Spec.	0.5	Hr.	\$112.61	\$56.31	
Engineer	0.5	Hr.	\$150.22	\$75.11	
			Sub.	<u>\$719.38</u>	

Estimated Project Total \$2,704.90

L & G Engineering Laboratory

Construction Material Testing
Geotechnical Engineering

ATTACHMENT II

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 analyses 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 notwithstanding 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 L&G's principal place of business; b) the claim will be brought and tried in judicial jurisdiction of the court of the county where L&G's principal place of business is located; 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.