

August 10, 2011

Hidalgo County – Urban County Program  
1916 Tesoro Blvd.  
Pharr, Texas 78577

(956) 787.8127 (Office)

(361) 787.5291 (Fax)

[drserna@bizrgv.rr.com](mailto:drserna@bizrgv.rr.com)

**Attention:** Ms. Diana R. Serna, Executive Director

**Regarding:** Construction Materials Quality Control Testing and Geotechnical Engineering Services  
Hidalgo County – Urban County Program Year 22 & 23 "2009, 2010"  
Alton – Street Improvements  
Alton, Texas  
Terracon Proposal No. P88110304

Dear Ms. Serna:

Terracon Consultants, Inc. (Terracon) is pleased to present this fee estimate to provide geotechnical engineering, and construction materials testing and observation services as outlined below, during the construction phase at the above referenced project. **We understand that we have been chosen to provide these services for this publicly funded project. Therefore, by providing cost information we are not in violation of the Texas Professional Services Procurement Act.** Since it is difficult to provide an overall cost estimate for the testing/inspection indicated by the construction documents, as we have no knowledge of the construction schedule of the contractors, control of the scope of work, or the estimated quantities, we have provided a schedule of fees based upon hourly and unit prices for our services.

## A. PROJECT INFORMATION

We understand that Hidalgo Urban County Program is planning street improvements in the City of Alton. The project includes improvements of Jefferson, Mahala, Roosevelt and Oaxaca Streets, which consist of approximately 4,000 linear feet of street improvements. Terracon's involvement is anticipated to include field and laboratory quality control testing for the duration of the project.

Terracon Consultants, Inc. 1506 Mid-Cities Drive Pharr, Texas 78577  
P [956] 283 8254 F [956] 283 8279 [terracon.com](http://terracon.com)

Geotechnical

Environmental

Construction Materials

Facilities

2011 10 2011

## **CONSTRUCTION MATERIALS TESTING**

### **B. SCOPE OF SERVICES**

Terracon will perform materials testing in general accordance with the project specifications. The time required for quality control testing during the construction phase on the project is directly related to the contractor's scheduling and performance. Therefore, our fee for materials testing and observation services will be based upon applicable unit prices and hourly rates. Our anticipated scope of services is as follows:

- Field density/moisture testing and laboratory evaluation of soils;
- Field testing and laboratory evaluation of concrete, observation of reinforced concrete;
- Field testing and laboratory evaluation of asphalt concrete materials used during pavement construction;

Experienced field/laboratory personnel will be provided for testing services. All field/laboratory construction materials testing/inspection will be performed under the direction of a Registered Professional Engineer. A detailed scope of services envisioned to complete the testing is as follows:

#### **SOILS**

Observations/testing will be performed by, or under the direction of a Registered Professional Engineer. The field services will be supported by appropriate laboratory evaluation of soils used as fill or backfill on the site. The laboratory testing will include laboratory moisture-density relationship (Proctor), with sieve analysis and Atterberg limit determinations for classification and/or determination of import fill suitability. Laboratory material evaluations will be conducted each type of soil encountered during fill placement. The testing will be performed to check compliance with project specifications. The project contractor and construction manager personnel on the site will be informed of our field observations and test results. Written reports of test results will be prepared on a regular basis throughout the project duration and distributed per your directive.

#### **CONCRETE**

An ACI (American Concrete Institute) or equivalent Certified Engineering Technician will be provided on an as-requested basis to sample the plastic concrete used during construction. The concrete will be tested for slump, air content and temperature at the time of placement. Sets of four (4" X 8") cylinders will be molded at each sampling.

All samples will be field cured at the site and returned to our laboratory for additional curing prior to compressive strength testing. Compressive strength testing will be conducted at 7-day (1 specimen), 28-day (2 specimens) and 56-day (1 specimen) intervals to determine compliance with project specifications. Should 28-day testing indicate results lower than the specified strength, one 56-day specimen will be retained for testing. All test results will be conveyed after testing is completed.

**ASPHALT**

Observations/testing will be performed by, or under the direction of a Certified Engineering Technician on a full time basis during placement of asphalt at the project. The asphalt will be sampled and submitted to our laboratory for Mix Properties, asphalt content and aggregate grain size distribution to verify compliance with project specifications. Asphalt cores will confirm thickness and nuclear gauge density.

**C. COMPENSATION**

The fees presented in this proposal are based on prompt payment for services presented in our standard invoicing format. Additional charges will be applied for specialized invoicing if backup documentation is needed. These special services will be charged on a time-and-expense basis. Late fees will be charged if payment is not received in accordance with terms contained in our Agreement for Services.

Invoices will reflect actual time utilized. The estimated fee for providing the above services on the project is as follows:

*Phase of Project:*..... *Estimated Cost:*

**SOILS**

Estimate 45 hours field testing and observation @ \$42.00/hour .....	\$1,890
Estimate 4 standard proctors @ \$200.00/test .....	\$800
Estimate 4 Atterberg Limits @ \$60.00/test .....	\$240
Estimate 4 sieve analysis @ \$60.00/test .....	\$240
Estimate 60 nuclear density tests @ \$12.00/test .....	\$720
Estimate 15 Vehicle Trips @ \$35.00/trip.....	\$525
<i>Sub-Total (Soils)</i> .....	<i>\$4,415</i>

**CONCRETE**

Estimate 55 hours concrete testing and sample pickup @ \$42.00/hour .....	\$2,310
Estimate 40 compressive strength tests @ \$13.00/cylinder .....	\$520
Estimate 15 vehicle trips @ \$35.00/trip .....	\$525
<i>Sub-Total (Concrete)</i> .....	\$3,355

**ASPHALT**

Estimate 40 hours asphalt observation @ \$42.00/hour .....	\$1,680
Estimate 4 Nuclear Density Gauge rentals @ \$50.00/day .....	\$200
Estimate 2 asphalt mix verification test @ \$300.00/test .....	\$600
Estimate 2 day core rig rentals @ \$250.00/day .....	\$500
Estimate 15 asphalt cores @ \$40.00/core .....	\$600
Estimate 5 vehicle trips @ \$35.00/trip .....	\$175
<i>Sub-Total (Asphalt)</i> .....	\$3,755

**PROJECT MANAGEMENT/CLERICAL**

Estimate 10 hours project management @ \$90.00/hour .....	\$900
Estimate 5 hours clerical @ \$35.00/hour .....	\$175
<i>Sub-Total (PM/Clerical)</i> .....	\$1,075

**Best and Final Estimated Cost**..... **\$12,600**

The following assumptions were used in preparing our estimate:

- We have assumed that contractors on the site will work a single shift, six day week schedule;
- The contractor will schedule testing services with 24 hours notice (7:30 AM to 5:00 PM, Monday through Friday);
- Invoices for the project will be submitted on a monthly basis;
- A three hour minimum technician time will be charged for each service provided, except for Sample Pick Up services;
- Services provided on Sunday or Holidays will be invoiced at 1.5 times the applicable rate; and
- Services provided outside of regular business hours (6:00 AM to 6:00 PM, Monday through Saturday) will be invoiced at 1.33 times the applicable rate.

**D. SCHEDULE**

We request that our office be contacted (956) 283-8254 at least 24 hours prior to the time our services are needed to allow for scheduling. We will perform this work as directed by the client, at the rates presented.

The contractor is responsible for performing the work in accordance with the plans and specifications; our testing and/or observation of the work does not relieve them of their responsibility to perform the work properly. Prior to the start of our services, we do request that we receive one (1) set of the approved project plans and specifications. In addition, an onsite pre-construction meeting with all involved parties is requested and we would appreciate being notified so we can attend when appropriate.

**GEOTECHNICAL ENGINEERING SERVICES**

**B. SCOPE OF SERVICES**

The geotechnical engineering services to be provided by Terracon are summarized in the following paragraphs.

Field Program –Based on the proposed improvements to be constructed at this site, we propose to perform the following.

Improvements	Number of Borings	Approximate Depth of Borings, feet
Jefferson Street (700 lf)	2	5
Mahala Street (1,600 lf)	3	5
Roosevelt Street (1,100 lf)	2	5

Sampling will be in general accordance with industry standard procedures wherein Shelby tube samples or split-barrel samples are obtained. Five samples will be obtained in the upper ten feet of each boring and at intervals of five feet thereafter. In addition we will observe and record groundwater levels during and after drilling. Once the samples have been collected and classified in the field, they will be placed in appropriate sample containers for transport to our laboratory. In addition, we will record the approximate thicknesses of the existing asphalt and base material at our bore locations during our field activities.

Conditions/Items to be provided by Client: We have been provided with a scaled drawing that depicts the tentative layout of the proposed development. Terracon will use this layout to determine boring locations in the field.

Additional items to be provided by the client include the right of entry to conduct the exploration and an awareness and/or location of any private subsurface utilities existing in the area.

We will contact Texas One Call Service (TOCS) for location of utilities in public easements. Location of private lines on the property is not part of the TOCS or Terracon scope. All private lines should be marked by others prior to commencement of drilling.

Terracon will take reasonable efforts to reduce damage to the property, such as rutting of the ground surface. However, it should also be understood that in the normal course of our work some such disturbance could occur. We have not budgeted to restore the site beyond backfilling our boreholes. If there are any restrictions or special requirements regarding this site or exploration, these should be known prior to commencing field work.

Our fee is based on the site being accessible to our truck-mounted drilling equipment and Terracon providing layout of the borings; additional costs may result if this is not the case. It does not include location of underground utilities beyond contacting a "one-call" locate service. If such conditions are known to exist on the site, Terracon should be notified so that we may adjust our scope of services and fee, if necessary.

Borings will be left open, but covered for safety purposes, so a 24-hour water reading may be obtained. After subsurface water measurements, the boreholes will be backfilled with soil cuttings in sand.

Laboratory Testing – The samples will be tested in our laboratory to determine physical engineering characteristics. Testing will be performed under the direction of a geotechnical engineer and will include visual classification, moisture content, dry density, Atterberg limit, grain size analyses, and strength tests as appropriate. In addition, some limited testing will be performed on the base material to determine its suitability.

Engineering Analysis and Report – The results of our field and laboratory programs will be evaluated by a professional geotechnical engineer licensed in the State of Texas. Based on the results of our evaluation, an engineering report will be prepared that details the results of the testing performed, provides logs of the borings, and a diagram of the site/boring layout. The report will include the following:

- 1 Computer generated boring logs with soil stratification based on visual soil classification.
- 2 Summarized laboratory data.
- 3 Groundwater levels observed during and after completion drilling.
- 4 Boring location plan.
- 5 Subsurface exploration procedures.
- 6 Encountered soils conditions.

- Recommendations for pavement sections.
- Subgrade preparation/earthwork recommendations.

Schedule - We can generally begin the field exploration program within about three days after receipt of our signed Agreement for Services, if site and weather conditions permit. We estimate the geotechnical report can be completed within about two weeks after the soil borings are completed. In situations where information is needed prior to submittal of our report, we can provide verbal information or recommendations for specific project requirements after we have completed our field and laboratory programs.

### C. COMPENSTATION

For the scope of geotechnical services outlined in this proposal that includes drilling, laboratory testing, and an engineering report, the **best and final estimate cost** would be **\$2,500**. Unless instructed otherwise, the invoice will be sent to your attention at the above address.

Should it be necessary to expand our services beyond those outlined in this proposal, we will notify you, then send a supplemental proposal stating the additional services and fee. We will not proceed without your written authorization.

### E. GENERAL COMMENTS

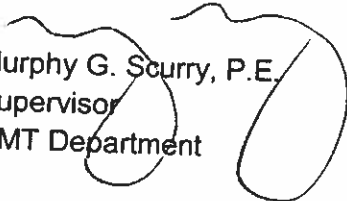
We appreciate the opportunity of submitting this proposal and are available to discuss the details of this proposal with you. To authorize us to proceed with the proposed services, please indicate by signing the attached agreement for services and returning both copies. An executed copy will be returned to begin services on the project.


Construction Materials Quality Control Testing and  
Geotechnical Engineering Services  
Alton - Street Improvements  
Terracon Proposal No. P88110304


**Terracon**

We appreciate your consideration of Terracon for this work, and look forward to working as your materials engineering consultant on this and future projects. If there are any questions regarding the proposed scope of work, please contact us at (956) 283-8254.

Sincerely,  
**Terracon Consultants, Inc.**

  
Murphy G. Scurry, P.E.  
Supervisor  
CMT Department

  
Alfonso A. Soto, P.E.  
Principal

  
Maria O. Scurry, P.E.  
Project Manager  
Geotechnical Department

MGS/MOS/AAS/sq

Attachments: Agreement for Services  
Distribution Sheet


Copies to: Addressee (2)

## AGREEMENT FOR SERVICES

This **AGREEMENT** is between Hidalgo County - Uban County Program ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Hidalgo County - Urban County Program Year 22 & 23 "2009,2010" Alton - Street Improvements project ("Project"), as described in the Project Information section of Consultant's Proposal dated August 10, 2011 ("Proposal") unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

1. **Scope of Services.** The scope of Consultant's services is described in the Scope of Services section of the Proposal ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. When Terracon subcontracts to other individuals or companies, then Terracon will collect from Client on the subcontractors' behalf. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
2. **Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the project.
3. **Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
4. **Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Compensation section of the Proposal unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
5. **Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties. For a limited time period not to exceed three months from the date of the report, Consultant will issue additional reports to others agreed upon with Client, however Client understands that such reliance will not be granted until those parties sign and return Consultant's reliance agreement and Consultant receives the agreed-upon reliance fee.
6. **LIMITATION OF LIABILITY.** CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE INSURANCE COVERAGE, CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL LIABILITY POLICY.
7. **Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of services on the project.
8. **Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

9. **Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$1,000,000 occ / \$2,000,000 agg); (iii) automobile liability insurance (\$1,000,000 B.I. and P.D. combined single limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.
10. **CONSEQUENTIAL DAMAGES.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.
11. **Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
12. **Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
13. **Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client agrees to the level or amount of testing performed and the associated risk. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by services not performed due to a failure to request or schedule Consultant's services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods.
14. **Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of tests (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Material unless specifically provided in the Services, and that Client is responsible for directing such disposition. In the event that test samples obtained during the performance of Services (i) contain substances hazardous to health, safety, or the environment, or (ii) equipment used during the Services cannot reasonably be decontaminated, Client shall sign documentation (if necessary) required to ensure the equipment and/or samples are transported and disposed of properly, and agrees to pay Consultant the fair market value of this equipment and reasonable disposal costs. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site. Accordingly, Client waives any claim against Consultant and agrees to indemnify and save Consultant, its agents, employees, and related companies harmless from any claim, liability or defense cost, including attorney and expert fees, for injury or loss sustained by any party from such exposures allegedly arising out of Consultant's non-negligent performance of services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
15. **Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
16. **Utilities.** Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
17. **Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site.

Consultant: **Terracon Consultants, Inc.**  
By:  Date: **08/10/2011**  
Name/Title: **Mr. Alfonso A. Soto, P.E., Principal**  
Address: **1506 Mid Cities Drive**  
**Pharr, Texas 78577**  
Phone: **956.283.8254** Fax: **956.283.8279**

Client: **Hidalgo County - Urban County Program**  
By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name/Title: **Ms. Diana R. Serna, Executive Director**  
Address: **1916 Tesoro Blvd.**  
**Pharr, Texas 78577**  
Phone: **956.787.8127** Fax: **956.787.5291**

Reference Number: P88110304



# CERTIFICATE OF LIABILITY INSURANCE

1/1/2012

DATE (MM/DD/YYYY)  
8/9/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER** Lockton Companies, LLC-1 Kansas City  
444 W. 47th Street, Suite 900  
Kansas City MO 64112-1906  
(816) 960-9000

**CONTACT**

NAME:

PHONE

(A/C, No, Ext):

FAX

(A/C, No):

E-MAIL

ADDRESS:

**INSURER(S) AFFORDING COVERAGE**

NAIC #

**INSURER A:** Chartis Specialty Insurance Company

26883

**INSURER B:** \*\*AN AIG COMPANY (A XV)**INSURER C:** Travelers Property Casualty Co of America

25674

**INSURER D:** The Travelers Indemnity Company

25658

**INSURER E:** Lexington Insurance Company

19437

**INSURER F:**

**INSURED** TERRACON CONSULTANTS, INC.  
1312893 1506 MID-CITIES DRIVE  
PHARR TX 78577

**COVERAGES TERCO01 PC CERTIFICATE NUMBER: 11377937****REVISION NUMBER: XXXXXXXX**

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	Y	N	PROP3779274	1/1/2011	1/1/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						
	<input checked="" type="checkbox"/> CONTR'L LIABILITY						
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input type="checkbox"/> POLICY	<input checked="" type="checkbox"/> PROJECT	<input type="checkbox"/> LOC				
C	AUTOMOBILE LIABILITY	Y	N	TC2J-CAP-131J3858 TJBAP131J3895	1/1/2011 1/1/2011	1/1/2012 1/1/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
	<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					
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR					EACH OCCURRENCE \$ XXXXXXXX
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE		NOT APPLICABLE			AGGREGATE \$ XXXXXXXX
	DED	RETENTION \$					\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N	TC2KUB131J3742 (AOS) TRJ-UB-131J3846 (AZ,OR,WI)	1/1/2011 1/1/2011	1/1/2012 1/1/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input checked="" type="checkbox"/> N	N/A				
	If yes, describe under DESCRIPTION OF OPERATIONS below						
E	PROFESSIONAL LIABILITY	N	N	026030216	1/1/2011	1/1/2012	\$1,000,000 EACH CLAIM & \$1,000,000 ANNUAL AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
RE: HIDALGO COUNTY - URBAN COUNTY PROGRAM. HIDALGO COUNTY - URBAN COUNTY PROGRAM IS AN ADDITIONAL INSURED AS RESPECTS TO GENERAL AND AUTO LIABILITY. AS REQUIRED BY WRITTEN CONTRACT.

**CERTIFICATE HOLDER****CANCELLATION**

11377937

HIDALGO COUNTY - URBAN COUNTY PROGRAM  
DIANA R. SERNA, EXECUTIVE DIRECTOR  
1916 TESORO BLVD  
PHARR TX 78577

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE