

CONTRACT AGREEMENT FOR MATERIAL TESTING SERVICES

BETWEEN

COUNTY OF HIDALGO- URBAN COUNTY PROGRAM

and

L & G Engineering Laboratory, LLC

APPROVED ON 11-22-2011

For

MATERIAL TESTING SERVICES

**Parks, Recreational Facility Improvements
(Mario Leal Park, Elsa Texas)**

**CONTRACT AGREEMENT
MATERIAL TESTING SERVICES**

HIDALGO COUNTY-URBAN COUNTY PROGRAM

**STATE OF TEXAS
COUNTY OF HIDALGO**

PART I – PARTIES AND SERVICES

This agreement is made on November 22, in the year 2011, between County of Hidalgo-Urban County Program, hereinafter called the **Client**, and L & G Engineering Laboratory, hereinafter called the **Consultant**, for **Geotechnical Material Testing Services**, hereinafter called the **Services**.

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

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

- a. Title VI of the Civil Rights Act - requires that no one may be denied access to benefits from projects which receive federal assistance.
- b. Section 109 of the Housing and Community Development Act of 1974 - Nondiscrimination related to benefits from projects funded specifically under Title I of the Act.
- c. Section 3 of the HUD Act of 1968 - requires that maximum effort be made to provide employment, training, and business opportunities to low income families and/or residents of the project area.
- d. The **Consultant** shall give the United States Department of Housing and Urban Development, the Inspector General, the Comptroller General of the United States, the Auditor of the State of Texas, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by **Consultant** pertaining to this Agreement. Such rights to access shall continue as long as the records are retained by Engineer. Engineer agrees to maintain such records in an accessible location for a period of three (3) years.
- e. Executive Order 11246 (paragraph a-c for contracts under \$10,000;

paragraphs a-g for contracts over \$10,000) - Equal Employment Opportunity.

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

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

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

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

PART II – FEES

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

PART III – TERMS AND CONDITIONS

ARTICLE 1. SERVICES – CONSULTANT SHALL:

- 1.0 Perform Geotechnical & Environmental Consulting Services for Hidalgo County –Urban County Program as identified in Attachment A “Scope of Services”.
- 1.1 Act for the **Client** in a professional manner, using the degree of care and skill ordinarily exercised by, and consistent with the standards of the Profession.
- 1.2 Provide only those **Services** that, in the opinion of the **Consultant**, lie within the technical and professional area of expertise of the **Consultant** and which **Consultant** is adequately staffed and equipped to perform.
- 1.3 Perform all technical services under the general direction of a Licensed Professional Engineer registered in the State of Texas and in substantial accordance with the basic requirements of the appropriate Standards of the American Society for Testing and Materials, where applicable, or other standards as designated by the **Client**.
- 1.4 Promptly submit all formal construction materials test reports for all tests, observations and services performed indicating where applicable, compliance with project specifications or other documents. Such reports shall be complete and factual. Such reports shall cite the test performed, methodology employed, test values obtained, and locations where tests were performed.
- 1.5 Promptly submit formal geotechnical reports for geotechnical explorations requested by the **Client**. Such reports shall contain a site plan with the boring locations indicated, boring logs, a report of the results of laboratory testing, and contain design recommendations pertaining to the planned construction.
- 1.6 Employ testing equipment and machines which have been calibrated within a period not exceeding twelve (12) months from the time of use by devices of accuracy traceable to the National Institute for Standards and Technology (NIST) of the United States Department of Commerce, and submit upon request by the Client, documentation of such calibration.
- 1.7 Report Distribution and Ownership
 - 1.7.1 Laboratory will consider all reports to be the confidential property of the **Client**, and will distribute reports only to those persons, organizations or agencies as designated in writing by the **Client** and its authorized representative.

- 1.7.2 **Client** acknowledges the **Consultant's** documents as instruments of Professional service. Nevertheless, the plans and specifications prepared under this agreement shall become the property of the **Client** upon completion of the work and payment will be made in full of all monies due to the **Consultant**. The **Client** shall not re-use or make any modification to the reports without prior written authorization of the **Consultant**. Any unauthorized use reuse of the documents will be at the **Client's** sole risk.
- 1.8 **Consultant** will retain all pertinent records relating to services performed for a period of 5 years following submission of all reports, during which period the records will be made available to the **Client** within a reasonable time.

ARTICLE 2. CLIENT'S RESPONSIBILITIES-

Client or its authorized representative shall:

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

ARTICLE 3. GENERAL CONDITIONS

- 3.1 **Consultant**, by the performance of services covered hereunder, does not in any way assume, abridge or abrogate any of those duties, responsibilities or authorities with regard to construction materials testing customarily vested in applicable project architects or engineers, or any other design professionals, agencies or authorities.
- 3.2 **Consultant** shall not be responsible for acts of omissions of any party or parties involved in the design of any project where material testing is to take place or the failure of any Contractor or Subcontractor to construct any aspect of such project in accordance with recommendations contained in any correspondence or verbal recommendation issued by **Consultant**.
- 3.3 **Consultant** is not authorized to revoke, alter or relax, enlarge or release any requirements of the Client's specifications or other documents nor to approve or accept any portion of the work, unless specifically authorized in writing by Client or his authorized representative. **Consultant** shall not have the right of rejection or the right to stop the work, except for such periods as may be required to conduct sampling, testing, or inspection of operations covered by the **Agreement**.
- 3.4 Either party may terminate this **Agreement** on thirty (30) days written notice or by mutual agreement. If this **Agreement** is terminated by either party, **Consultant** shall be paid in full for all services performed through the termination date, and the **Client** shall be provided with a complete report of the results of tests and analysis conducted prior to termination of **Agreement**.
- 3.5 Neither **Client** nor **Consultant** may delegate, assign, sublet or transfer his duties or interest in this Agreement without the written consent the other party.
- 3.6 The only warranty made by **Consultant** in connection with its service performed hereunder is that it will use the degree of care and skill as set in Article I above. No other warranty, expressed or implied, is made or intended for services provided hereunder or furnishing oral or written reports of findings made.
- 3.7 Successors and Assigns.
 - 3.7.1 **Client** and **Consultant** each binds themselves and their partners,

successors, executors, administrators, assign legal representative to the other party to this **Agreement** and to the partners, successors, executors, administrator, assigns and legal representative of such other party in respect to all covenants, agreements, and obligations of this **Agreement**.

- 3.7.2 Neither **Client** or **Consultant** shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this **Agreement** without the written consent of the other except as stated in paragraph 3.7.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an Assignment, no assignment will release or discharge the assignor from any duty or responsibility under this **Agreement**. Nothing contained in this Paragraph shall prevent **Consultant** from employing such independent Consultants, associates and subcontractors, as he may deem appropriate to assist him in the performance of services hereunder.
- 3.7.3 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than the **Client** and **Consultant**.

3.8 Non Binding Mediation

- 3.8.1 In the event of a dispute or claim between **Consultant** and **Client** arising out of or related to this Agreement, both parties agree to submit to a Non-Binding Mediation with the hope of achieving a satisfactory resolution prior to proceeding with formal litigation processes, including the filing of claims against parties (unless a failure to file causes waiver or loss of rights or subsequent action).
- 3.8.2 Such Non-Binding Mediation shall be conducted by a mediator and rules agreed to by both parties. Both parties shall mediate through a selected and mutually agreed to senior representative of each respective party.
- 3.8.3 Both the **Consultant** and **Client** will bind their respective consultants, contractors, vendors, fabricators, and suppliers involved in this Project to contracts which will provide similar Non-Binding Mediation as the primary dispute resolution method to other agreements.

3.9 Indemnity

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

ARTICLE 4. INSURANCE

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

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

ARTICLE 5. PAYMENTS:

- 5.1 **Client** will pay **Consultant** for Services rendered while work is in progress as executed through a lump sum fee For each **Request for Payment**, the **Consultant** shall prepare and submit to the **Client** monthly progress reports in sufficient detail to support the progress of the work done.

ARTICLE 6. EXTENT OF AGREEMENT:

- 6.0 After execution of this **Agreement**, the **Consultant** shall proceed with work, only as authorized by the **Client** through a formal **NOTICE TO PROCEED**.
- 6.1 The **Agreement**, including these terms and conditions, represents the entire agreement between the **Client** and **Consultant** and supercedes all prior negotiations, representations or agreements, written or oral. The **Agreement** may be amended only by written instrument signed by **Client** and **Consultant**.

6.2 The **Agreement** shall remain in force for the duration of the project from the date this agreement is signed by all parties.

ARTICLE 7. APPLICABLE LAW:

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

ARTICLE 8. ATTORNEY FEES:

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

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

LABORATORY:

CLIENT:

Mr. Jacinto Garza, President-CEO

Diana R. Serna, UCP Director

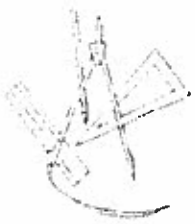
L & G Engineering Laboratory
2100 West Expressway 83
Mercedes, Texas 78570

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

APPROVED AS TO FORM:

BY: STEVE CRAIN- ATLAS & HALL

DATE: 2-19-2008



L&G Engineering Laboratory

Construction Material Testing
Geotechnical Engineering

November 10, 2011

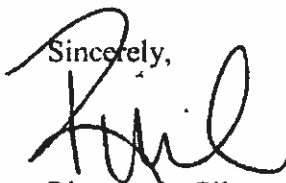
Ms. Diana R. Serna
Hidalgo County Urban County Program
1916 Tesoro Blvd.
Pharr, TX. 78577

**RE: Construction Material Testing Services for Hidalgo County Pct. #1
Mario Leal Park Improvement Project**

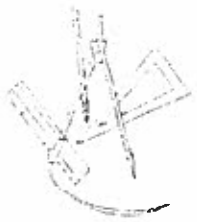
Ms. Serna:

L&G Engineering Laboratory, LLC is pleased to submit our best and final offer of \$8,124.28 for Construction Material Testing Services for Pct. No. 1 Mario Leal Park Improvement Project.

Sincerely,



Ricardo A. Gil
General Manager
L&G Engineering Laboratory, LLC



L&G Engineering Laboratory

Construction Material Testing
Geotechnical Engineering

November 9, 2011

ATTACHEMENT A- SCOPE OF SERVICES

Ms. Diana S. Serna
Hidalgo County Urban County Program
1916 Tesoro Blvd.
Pharr, Texas 78577

**RE: Proposal for Construction Material Testing Services for Hidalgo County Pct. #1
Mario Leal Park Improvement Project**

Dear Ms. Serna,

L&G Engineering Laboratory, LLC is pleased to submit this proposal for **Construction Material Testing Services for Pct. #1 the Mario Leal Park Improvement Project.**

PROJECT DESCRIPTION

The proposed project includes improvements of **Pct. #1 Mario Leal Park Improvement Project.**

SCOPE OF WORK

Perform Field and Laboratory Construction Materials Testing as required by the specifications. All field and laboratory testing services are to be performed in accordance with applicable standards. Upon completion of tests, all results of testing performed are to be reported to the Owner.

PROJECT REQUIREMENTS

The tests identified in "Attachment I" of this cost proposal will constitute the Field and Construction Materials Testing Services provided to **Hidalgo County Pct. 1**. The quantities listed in "Attachment I" are the anticipated quantities based on the project lengths furnished to **L&G Engineering Laboratory, LLC.**

REPORTS

The results of field and laboratory testing will be forwarded to the designated recipient(s) as the data becomes available or by request. The final report will be produced and delivered by regular mail to **Hidalgo County Pct. 1** and all/other **client designated recipients.**

COST

Included herein as "Attachment I", is our cost proposal giving the testing item, a brief description and the unit fee for that item. *Attachment B is an estimate based on the project lengths furnished to L&G Engineering Laboratory, LLC. The scope and quantity of services will be dependent upon services actually required/requested by you and/or your representatives. Additional requests for services in addition to those estimated will be invoiced at the listed rates.*

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:

Attachment

B
C

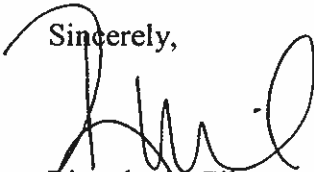
Description

Cost Proposal
Standard Terms and Conditions

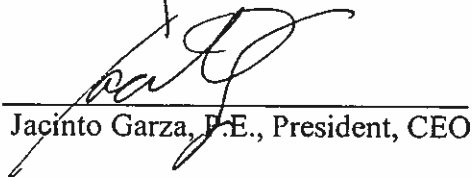
Please return one signed copy of this letter proposal to provide written authorization for our firm to complete work on the services outlined herein. Our invoices are due and payable upon receipt at 2100 W. Expressway 83, Mercedes, Texas 78570.

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,



Ricardo A. Gil
General Manager
L&G Engineering Laboratory, LLC



Jacinto Garza, P.E., President, CEO

11-9-11

Date

Accepted By _____
(Signature)

(Typed or Printed Name)

(Title)

Date: _____

**Construction Material Testing
Geotechnical Engineering**

**Attachment B
Mario Leal Park Improvements
Prepared for Hidalgo County Pct No. 1**

Subgrade Testing - Laboratory					
Tech Time	3	Hrs.	\$43.10	\$129.30	
Trip Charge	20	Mi.	\$0.47	\$9.40	1
Atterberg	1	Ea.	\$71.80	\$71.80	Site Visit
Moisture-Density Determ	1	Ea.	\$191.60	\$191.60	for
Reports	1	Ea.	\$21.25	\$21.25	Sample
Eng. Spec.	0.25	Hrs.	\$107.70	\$26.93	Pickup
Engineer	0.25	Hrs.	\$143.70	\$35.93	
Sub.				\$486.20	
Subgrade Field Density Testing					
Tech Time	10	Hrs.	\$43.10	\$431.00	
Trip Charge	100	Mi.	\$0.47	\$47.00	
Comp. Test	15	Ea.	\$21.55	\$323.25	5 visits
Reports	5	Ea.	\$21.25	\$106.25	to perform
Eng. Spec.	1.25	Hrs.	\$107.70	\$134.63	testing
Engineer	1.25	Hrs.	\$143.70	\$179.63	
Sub.				\$1,221.75	
Select Fill - Buildings- Laboratory Testing					
Tech Time	3	Hrs.	\$43.10	\$129.30	
Trip Charge	20	Mi.	\$0.47	\$9.40	1
Atterberg	1	Ea.	\$69.65	\$69.65	Site Visit
Moisture-Density Determ	1	Ea.	\$191.60	\$191.60	for
Reports	1	Ea.	\$21.25	\$21.25	Sample
Eng. Spec.	0.25	Hrs.	\$107.70	\$26.93	Pickup
Engineer	0.25	Hrs.	\$143.70	\$35.93	
Sub.				\$484.05	
Select Fill - Buildings - Field Density Testing					
Tech Time	10	Hrs.	\$43.10	\$431.00	
Trip Charge	100	Mi.	\$0.47	\$47.00	5 visits
Comp. Test	15	Ea.	\$21.55	\$323.25	to perform
Reports	5	Ea.	\$21.25	\$106.25	testing
Eng. Spec.	1.25	Hrs.	\$107.70	\$134.63	
Engineer	1.25	Hrs.	\$143.70	\$179.63	
Sub.				\$1,221.75	
Concrete Placement - Floor Slabs & Sidewalks & Drilled Piers					
Air Content	4	Ea.	\$22.48	\$89.92	
Cylinder Prep/Hold/Cure	16	Ea.	\$11.32	\$181.12	
Cylinder Compressive Strength	16	Ea.	\$15.07	\$241.12	4 site
Tech Time (Concrete)	16	Hr.	\$57.55	\$920.80	visits
Report	12	Ea.	\$22.23	\$266.76	to perform
Trip Charge	80	Mi.	\$0.49	\$39.20	random
Eng. Spec.	3	Hrs.	\$112.61	\$337.83	testing
Engineer	3	Hrs.	\$150.22	\$450.66	
Sub.				\$2,527.41	

CMU Grout Testing					
Air Content	2	Ea.	\$22.48	\$44.96	
Specimen Comp. Test	6	Ea.	\$31.31	\$187.86	
Tech Time (Concrete)	5	Hr.	\$57.55	\$287.75	2 site visits to perform random testing
Report	6	Ea.	\$22.23	\$133.38	
Trip Charge	80	Mi	\$0.49	\$39.20	
Eng. Spec.	1.5	Hrs.	\$112.61	\$168.92	
Engineer	1.5	Hrs.	\$150.22	<u>\$225.33</u>	
			Sub.	\$1,087.40	
CMU Mortar Testing					
Specimen Comp. Test	6	Ea.	\$30.60	\$183.60	
Tech Time (Concrete)	6	Hr.	\$57.55	\$345.30	2 site visits to perform random testing
Report	6	Ea.	\$22.23	\$133.38	
Trip Charge	80	Mi	\$0.49	\$39.20	
Eng. Spec.	1.5	Hrs.	\$112.61	\$168.92	
Engineer	1.5	Hrs.	\$150.22	<u>\$225.33</u>	
			Sub.	\$1,095.73	

Estimated Field and Laboratory Testing Fees \$8,124.28

ATTACHMENT C

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. L&G's liability to CLIENT, or to any third party, for injury or damage to persons or property arising out of work performed for CLIENT and for which legal liability may be found to rest upon L&G, other than for professional errors and omissions, will be limited to L&G's general liability insurance coverage of \$1,000,000. For any damage on account of any error, omission, or other professional negligence, L&G's liability to CLIENT, or to any third party, will be limited to a sum not to exceed our fees.
13. CLIENT will indemnify L&G against any claims or costs which exceed the limitation on L&G's liability provided for in the preceding paragraph, or result from acts or omissions of CLIENT.
14. 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.

15. 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.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/19/2011

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 Willis of Texas, Inc. 1400 N McColl Rd Suite 105 P O Drawer 3785 McAllen, TX 78502	CONTACT NAME: PHONE (A/C, No, Ext): 956 682-9423		FAX (A/C, No): 956871286
	E-MAIL ADDRESS:		
INSURED L & G Engineering Laboratory LLC, L & G Consulting Engineers, Inc. 2100 W Expressway 83 Mercedes, TX 78570	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Landmark American Insurance Com		33138
	INSURER B : Texas Mutual Insurance Company		22945
	INSURER C : Hartford Casualty Ins Co		29424
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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 <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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	X	LHC730859	07/19/2011	07/19/2012	EACH OCCURRENCE \$2,000,000 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 - COMP/OP AGG \$2,000,000 \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$	X	X	65UENKN4458	07/19/2011	07/19/2012	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	TSF00010203000	07/23/2011	07/23/2012	<input checked="" type="checkbox"/> WC 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	Professional Liab	X	X	LHC730859	07/19/2011	07/19/2012	\$2,000,000. Limit
A	Pollution Liab	X	X	LHC730859	07/19/2011	07/19/2012	\$2,000,000. Limit

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
**** Workers Comp Information ****
 Voluntary Compensation
 Proprietors/Partners/Executive Officers/Members Excluded:
 Jacinto Garza, President
 Armando Sandoval, Vice President
 (See Attached Descriptions)

CERTIFICATE HOLDER Hidalgo County Urban County Program Attn: Diana R Serna-UCP 1916 Tesoro Blvd Pharr, TX 78577	CANCELLATION 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 <i>Brian E Lewis</i>
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