

**STATE OF TEXAS §
 §
COUNTY OF HIDALGO §**

**AMENDMENT TO THE CONTRACT AGREEMENT MATERIAL TESTING SERVICES
FOR PROFESSIONAL SERVICES
BETWEEN HIDALGO COUNTY URBAN COUNTY PROGRAM AND L&G
ENGINEERING LABORATORY, LLC**

This Contract Amendment is entered into by and between Hidalgo County Urban County Program (the "Client") and L&G Engineering Laboratory, LLC (the "Consultant") effective May 22 , 2012.

WHEREAS, the County, and Engineer entered into a Material Testing Services (the "Contract") on or about November 22, 2011 for the services related to Construction material testing services (the "Work") for the Pct. 1 Mario Leal Park Improvement Project (the "Project");

WHEREAS, at the time the Contract was executed the Work was to be done during the concrete pour phase of the Project;

WHEREAS, the concrete subcontractor failed to contact the Consultant for testing of the pour and now Consultant has modified the scope of the Work to perform Destructive (Concrete Coring) and Non-Destructive (Swiss Hammer) testing on the hardened concrete;

WHEREAS, Consultant further states in its April 30, 2012 correspondence to Client that such revised testing will allow determination of Compressive Strength data on the concrete structures of the Project; and

WHEREAS, Client and Consultant now desire to amend the Contract in order to perform testing on hardened concrete by amending the scope of the Contract decreasing the total estimated fee of the Consultant by One Thousand One Hundred and Thirty Seven and 99/100ths Dollars (\$1,137.99).

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt of which is hereby acknowledged, it is mutually agreed by and between the parties hereto as follows:

1. Attachment B of the Contract is deleted in its entirety and Attachment I attached hereto as Exhibit A to this Amendment is substituted in lieu thereof.
2. All terms and conditions set forth in the Contract except as amended herein are ratified and confirmed and shall remain in full force and effect during the

term of this Contract or any extension thereof pursuant to the terms of the Contract.

Executed effective as of the date first written above.

L&G Engineering Laboratory, LLC

By: _____
Print Name: Jacinto Garza, P.E.
Its: President, CEO

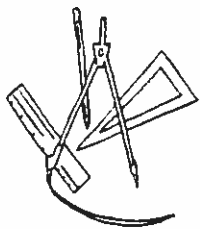
County of Hidalgo Urban County Program

By: _____
Print Name: _____
Its: UCP Director

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain



L&G Engineering Laboratory

Construction Material Testing
- Geotechnical Engineering
Received

April 30, 2012

APR 30 2012

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

Urban County Program
By: *[Signature]*

**RE: Proposal for Construction Material Testing Services for Hidalgo County Pct. #1
Mario Leal Park Improvement Project (Change in Scope of Services)**

Dear Ms. Serna,

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

As you know, due to oversight, no testing was performed on the placement of Ready Mixed Concrete during the project. Our scope of work has been modified to allow to perform **Destructive (Concrete Coring)** and **Non-Destructive (Swiss Hammer)** testing on the hardened concrete. This testing will allow us to obtain Compressive Strength data on the Concrete Structures on this project.

Attached herein is a "**Attachment I**" which outlines the Field and Laboratory work we will be performing.

Feel free to contact me with any questions or comments you may have at 956-565-0760 or at 956-463-2008.

Sincerely,

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

Attachment "I"
Mario Leal Park Improvements (Amended)
Prepared for Hidalgo County Pct No. 1

Subgrade Testing - Laboratory							
Tech Time	3	Hrs.	\$43.10	\$129.30		-21.55	R002
Trip Charge	20	Mi.	\$0.47	\$9.40	1		
Atterberg	1	Ea.	\$71.80	\$71.80	Site Visit	-287.20	R001/R002/R006/7
Moisture-Density Determ	1	Ea.	\$191.60	\$191.60	for	-191.60	R002
Reports	1	Ea.	\$21.25	\$21.25	Sample	-21.25	R002
Eng. Spec.	0.25	Hrs.	\$107.70	\$26.93	Pickup	-26.93	R002
Engineer	0.25	Hrs.	\$143.70	\$35.93		-35.93	R002
				<u>Sub. \$486.20</u>		<u>-584.45</u>	
Subgrade Field Density Testing							
Tech Time	10	Hrs.	\$43.10	\$431.00		-301.70	R003/R005/9/10
Trip Charge	100	Mi.	\$0.47	\$47.00		-28.20	R003/R005/9
Comp. Test	15	Ea.	\$21.55	\$323.25	5 visits	-215.50	R003/R005/9/10
Reports	5	Ea.	\$21.25	\$106.25	to perform	-63.75	R003/R005/9
Eng. Spec.	1.25	Hrs.	\$107.70	\$134.63	testing	-80.78	R003/R005/9
Engineer	1.25	Hrs.	\$143.70	\$179.63		-107.78	R003/R005/9
				<u>Sub. \$1,221.75</u>		<u>-797.70</u>	
Select Fill - Buildings - Laboratory Testing							
Tech Time	3	Hrs.	\$43.10	\$129.30		-129.30	R001/6/8
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	-383.20	R006/7
Reports	1	Ea.	\$21.25	\$21.25	Sample	-85.00	R001/R006/7/8
Eng. Spec.	0.25	Hrs.	\$107.70	\$26.93	Pickup	-107.70	R001/R006/7/8
Engineer	0.25	Hrs.	\$143.70	\$35.93		-143.70	R001/R006/7/8
				<u>Sub. \$484.05</u>		<u>-848.90</u>	
Select Fill - Buildings - Field Density Testing							
Tech Time	10	Hrs.	\$43.10	\$431.00		-323.25	R010/11/12/13
Trip Charge	100	Mi.	\$0.47	\$47.00	5 visits	-37.60	R010/11/12/13
Comp. Test	15	Ea.	\$21.55	\$323.25	to perform	-280.15	R010/11/12/13
Reports	5	Ea.	\$21.25	\$106.25	testing	-85.00	R010/11/12/13
Eng. Spec.	1.25	Hrs.	\$107.70	\$134.63		-107.70	R010/11/12/13
Engineer	1.25	Hrs.	\$143.70	\$179.63		-143.70	R010/11/12/13
				<u>Sub. \$1,221.75</u>		<u>-977.40</u>	
Concrete Placement - Floor Slabs & Sidewalks & Drilled Piers							
Air Content	4	Ea.	\$22.48	\$89.92			no work performed
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			
				<u>Sub. \$2,527.41</u>			

CMU Grout Testing						
Air Content	2	Ea.	\$22.48	\$44.96		no work performed
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	\$225.33		
				<u>\$225.33</u>		
			Sub.	\$1,087.40		
CMU Mortar Testing						
Specimen Comp. Test	6	Ea.	\$30.60	\$183.60		no work performed
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	\$225.33		
				<u>\$225.33</u>		
			Sub.	\$1,095.73		

Estimated Field and Laboratory Testing Fees \$8,124.28

-3,208.57

Invoices on Contract \$3,208.57

Current Contract Balance \$4,915.71

Concrete Coring and Compressive Strength Testing						
Concrete Coring	4	Sets	\$300.00	\$1,200.00		1 site visit to perform testing
Specimen Comp. Test	12	Ea.	\$35.00	\$420.00		
Tech Time (Concrete)	8	Hr.	\$57.55	\$460.40		
Report	4	Ea.	\$22.23	\$88.92		
Trip Charge	80	Mi	\$0.49	\$39.20		
Eng. Spec.	2	Hrs.	\$112.61	\$225.22		
Engineer	2	Hrs.	\$150.22	\$300.44		
				<u>\$300.44</u>		
			Sub.	\$2,734.18		
Non-Destructive Testing						
Tech Time (Concrete)	6	Hr.	\$57.55	\$345.30	1 site visit to perform testing	
Report	6	Ea.	\$22.23	\$133.38		
Trip Charge	80	Mi	\$0.49	\$39.20		
Eng. Spec.	2	Hrs.	\$112.61	\$225.22		
Engineer	2	Hrs.	\$150.22	\$300.44		
				<u>\$300.44</u>		
			Sub.	\$1,043.54		

Current Contract Balance \$4,915.71

Total Estimated Testing Fees for Scope of Work Change \$3,777.72

Contract Balance \$1,137.99

G.A.S. ENTERPRISES, INC

P.O. BOX 309

ELSA, TEXAS 78543

(956) 262-7106 FAX (956) 262-7107

April 30, 2012

Monica Leal
Urban County Program
1916 Tesoro Blvd.
Pharr, Tx 78577

Re: Mario Leal Park Project

Dear Ms. Leal:

This letter is to acknowledge that no testing was done during the concrete pour phase of the above referenced project. The concrete subcontractor was given the contact information for the testing lab and advised to contact them prior to the pour date and time. This was not done. G.A.S. Enterprises Inc. takes full responsibility for this oversight. We also acknowledge that any amount that is incurred over the original contract amount due to testing being done after the fact will be paid by G.A.S. Enterprises, Inc.

If you have any questions, please feel free to contact me.

Thank You


Rene Salinas

