

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

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

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

29. **Commitment of Current Revenues.** In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Engineer**. The **Owner** agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1995).

EXECUTED as of the day and year first written above.

COUNTY:
COUNTY OF HIDALGO, TEXAS

By: Ramon Garcia
Hon. Ramon Garcia, County Judge

ENGINEER:
L & G ENGINEERING

By: [Signature]

Approved by Commissioners' Court
on 1/31/12 RD

Printed Name _____

Title: _____

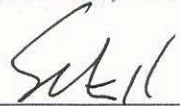
ATTEST:



Arturo Guajardo Jr., County Clerk

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: 

Stephen L. Crain, Attorney

APPROVED BY COMMISSIONERS COURT: 01/31/12

ATTACHMENTS:

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

EXHIBIT C
-Engineer's Contract Rates

EXHIBIT "C"
HIDALGO COUNTY PCT. No. 1
GEOTECHNICAL ENGINEERING
RATES FOR FY 2011-2012

<u>Geotechnical Field Services</u>	FY 2011	FY 2012
Mobilization	\$418.18/Day	\$424.45/Day
Stand-By Time	\$182.95/Hr.	\$185.69/Day
Texas Cone Penetration Test (Tex-132)	\$5.23/Ea.	\$5.31/Ea.
Soil Boring / Solid Stem	\$29.28/Lf	\$29.72/Lf
Soil Boring / Hollow Stem	\$29.28/Lf	\$29.72/Lf
Soil Boring / Mud Rotary	\$29.28/Lf	\$29.72/Lf
Support Truck	\$1.57/Mi.	\$1.59/Mi.
Peizometer / Monitoring Well	By Quote	By Quote
<u>Soil Classification Testing</u>	FY 2011	FY 2012
Moisture Content Determination	\$10.00/Ea.	\$10.15/Ea.
Determination of Liquid Limit of Soils	\$50.09/Ea.	\$50.84/Ea.
Determination of Plastic Limit of Soils	\$50.09/Ea.	\$50.84/Ea.
Atterberg Limits of Soils	\$75.06/Ea.	\$76.19/Ea.
Bar Linear Shrinkage of Soils	\$62.63/Ea.	\$63.57/Ea.
<u>Sieve Analysis</u>		
Through #200 Sieve	\$73.18/Ea.	\$74.28/Ea.
Finer #200 Sieve	\$52.27/Ea.	\$53.05/Ea.
Unit Dry Weight	\$27.18/Ea.	\$27.59/Ea.
Specific Gravity	\$73.18/Ea.	\$74.68/Ea.
<u>Strength / Volume Change Laboratory Testing</u>	FY 2011	FY 2012
Unconfined Compression-Soil Shelby Tube Specimen	\$47.05/Ea.	\$47.76/Ea.
Unconfined Compression-RockCore Specimen	\$50.19/Ea.	\$50.94/Ea.
Swell Test-Pressure Method	\$261.36/Ea.	\$265.28/Ea.
Swell Test-Free Swell	\$146.36/Ea.	\$148.56/Ea.
Consolidation Test	\$491.36/Ea.	\$498.73/Ea.
Hydraulic Conductivity	\$365.90/Ea.	\$371.39/Ea.

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

Personnel:	Engineer (Principal).....	\$150.22/Hr.	\$152.47/Hr.
	Engineering Specialist.....	\$112.61/Hr.	\$114.30/Hr.
	Technician (Soils).....	\$45.07/Hr.	\$45.75/Hr.
	Technician (Concrete).....	\$57.55/Hr.	\$58.41/Hr.
	Technician (Asphalt).....	\$57.55/Hr.	\$58.41/Hr.

Expenses:	Mileage.....	.49/Mi	.50/Mi.
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^^Fees adjusted approximately 1.5% annually.