

CONTRACT AGREEMENT FOR MATERIAL TESTING SERVICES

BETWEEN

COUNTY OF HIDALGO- URBAN COUNTY PROGRAM

and

L & G Engineering

APPROVED ON November 10, 2014

For

MATERIAL TESTING SERVICES

City of Edcouch – 2013 Street Improvements project

**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 10 in the year 2014, between County of Hidalgo-Urban County Program, hereinafter called the **Client**, and L & G Engineering, hereinafter called the **Consultant**, for **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 Client will require the Consultant, 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 Consultant'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:

Jacinto Garza
P.E., President, CEO

Diana R. Serna
UCP Director

L & G Engineering
2100 W. Expressway 83
Mercedes, TX 78570

Hidalgo County-Urban County Program
427 E. Duranta, Suite 107
Alamo, TX 78516

APPROVED AS TO FORM:
BY: STEVE CRAIN- ATLAS & HALL
DATE: 5-8-12

L&G Engineering

Consulting Engineers

October 10, 2014

Hidalgo County Urban County Program
Attn: Ms. Monica Leal-Program Coordinator
427 E. Duranta Ave., Suite 107
Alamo, Texas 78516

RE: Cost Proposal-City of Edcouch-2013 Street Improvement Project

Ms. Leal:

L&G Engineering is pleased to submit this proposal for **Construction Materials Testing Services** for the **City of Edcouch-2013 Street Improvement Project**.

PROJECT DESCRIPTION

The proposed project includes the replacement/construction of Valley Gutter and Asphalt Pavement at various locations.

SCOPE OF WORK

L&G Engineering will provide **Hidalgo County Urban County Program** with the Construction Materials Testing Services as outlined in Attachment I. Testing proposed includes monitor of the placement and laboratory testing of **Asphaltic Pavement** as well as the testing of placement of **Concrete Valley Gutter**.

PROJECT REQUIREMENTS

The tests identified in Attachment I of this cost proposal will constitute the Field and Laboratory Construction Materials Testing Services provided. These quantities are based on the information furnished to **L&G Engineering**.

REPORTS

The results of field and laboratory testing will be forwarded to the **Hidalgo County Urban County Program** and Client designated recipients as completed.

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 "I" is an estimate based on the plans and specification for this project. The scope and quantity of services will be dependent upon services actually required 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 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

Description

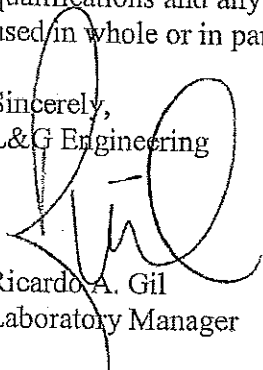
I

Cost Proposal

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


Ricardo A. Gil
Laboratory Manager

Jacinto Garza, P.E., President, CEO

Date

Accepted By _____
(Signature)

(Typed or Printed Name)

(Title)

Date: _____

EXHIBIT "B"
Scope of Services

007 -7 2014

PROJECT: "Construction Materials Testing" Services ("on an as needed basis") for Urban County Program – City of Edcouch 2013 Street Improvements Project within Hidalgo County, Texas

GENERAL SCOPE OF WORK

The Scope of Work will entail providing **Hidalgo County Urban County Program** with **Construction Materials Testing Services**.

The Scope of Work is identified as follows:

- **Construction Materials Testing Services**

L&G Engineering, Inc. 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 will provide **Hidalgo County Urban County Program** with Construction Materials Testing Services upon request. 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 testing of Asphalt materials to determine their materials properties and their compliance with project plans and specifications.
- Any additional laboratory testing as required/requested by **Hidalgo County Urban County Program**
- Provide accurate and timely reports to **Hidalgo County Urban County Program** and all/other recipients as designated by the Precinct.

Engineering Services

L&G Engineering 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 is prepared to make a commitment to **Hidalgo County Urban County Program** materials testing needs. L&G Engineering 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 prefers to schedule field and laboratory work with as much advance notice as possible. L&G Engineering 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 will make every effort to dispatch personnel to the project within one (1) hour of the Client's request for services.

EXHIBIT "C"
L&G ENGINEERING
CONSTRUCTION MATERIALS TESTING
LABORATORY RATES FOR FY 2014-2015

Soils Testing

		FY 2014	FY 2015
Moisture Content Determination	ASTM D2216 - Tex-103-E	\$10.40/Ea.	\$10.55/Ea.
Determination of Liquid Limit of Soils	Tex-104-E	\$52.37/Ea.	\$53.15/Ea.
Determination of Plastic Limit of Soils	Tex-105-E	\$52.58/Ea.	\$53.37/Ea.
Atterberg Limits of Soils	ASTM D 4318 - Tex-106-E	\$78.48/Ea.	\$79.66/Ea.
Bar Linear Shrinkage of Soils	Tex-107-E	\$65.49/Ea.	\$66.47/Ea.
Material Finer #200 Sieve	ASTM D 1140 -Tex-111-E	\$65.49/Ea.	\$66.47/Ea.
Lime Series Testing	Tex-112-E	\$529.04/Ea.	\$536.97/Ea.
Moisture-Density Relationship (TxDOT)	Tex-113-E / Tex-114-E	\$209.45/Ea.	\$212.59/Ea.
Standard Proctor	ASTM D 698	\$202.78/Ea.	\$205.82/Ea.
Modified Proctor	ASTM D 1557	\$209.36/Ea.	\$212.50/Ea.
Field Density Test (Nuclear)	ASTM D 2950 - Tex-115-E	\$23.56/Ea.	\$23.91/Ea.
Determination of Soil pH	Tex-128-E	\$85.12/Ea.	\$86.40/Ea.
Soil-Lime Testing	Tex-121-E	\$157.08/Ea.	\$159.44/Ea.
Resistivity of Soils	Tex-129-E	\$95.22/Ea.	\$96.65/Ea.
Sieve Analysis (Dry)(4 Sieves)	ASTM C 136 - Tex-200-F	\$58.85/Ea.	\$59.73/Ea.
Sieve Analysis (Washed)(4 Sieve)	ASTM C 136 - Tex-200-F	\$71.20/Ea.	\$72.27/Ea.
Sieve Analysis (Additional Sieves)	ASTM C 136 - Tex-200-F	\$13.11/Ea.	\$13.31/Ea.
Texas Wet Ball Mill (Base Material Quality)	Tex-116-E	\$229.11/Ea.	\$232.55/Ea.

Coarse & Fine Aggregate Quality Testing

Decantation Test (Conc. Aggr.)	ASTM C117 - Tex-406-A	\$45.81/Ea.	\$46.50/Ea.
Specific Gravity/Absorp. (Conc. Aggr)	ASTM C127 - Tex-403-A	\$71.91/Ea.	\$72.99/Ea.
5 Cycle Magnesium Soundness	ASTM C88 - Tex-411-A	\$556.21/Ea.	\$564.55/Ea.
SSD Unit Weight of Aggregates	ASTM C29 - Tex-404-A	\$65.49/Ea.	\$66.47/Ea.
Percent Voids/Solids in Conc. Aggr.	Tex-405-A	\$13.05/Ea.	\$13.25/Ea.
*(In Conjunction w/ SSD Unit Wt of Aggregates)			
Sand Equivalent	ASTM D 2419 - Tex-203-F	\$71.91/Ea.	\$72.99/Ea.
Specific Gravity / Absorption (Fine Aggr.)	ASTM C 128 - Tex -403-A	\$78.49/Ea.	\$79.67/Ea.
Organic Impurities in Fine Aggregate	ASTM C 87 - Tex -408-A	\$45.81/Ea.	\$46.50/Ea.
Fineness Modulus of Fine Aggregate	Tex-402-A	\$15.71/Ea.	\$15.95/Ea.
Acid Insoluble of Fine Aggregate	Tex-612-J	\$85.12/Ea.	\$86.40/Ea.

Concrete/Masonry Field & Laboratory Testing

Slump Test	ASTM C 143 - Tex-415-A	\$no charge	\$no charge
Air Content (Pressure Method)	ASTM C 138 - Tex-416-A	\$23.51/Ea.	\$23.86/Ea.
Air Content (Volumetric)	ASTM C 173	\$26.17/Ea.	\$26.56/Ea.
Casting of Concrete Cylinders	ASTM C 31	\$no charge	
Compressive Strength of Cyl. Specimen	ASTM C 39 - Tex-418-A	\$15.68/Ea.	\$15.92/Ea.
Cylindrical Specimen Prep./Hold/Cure	ASTM C 192	\$11.83/Ea.	\$12.00/Ea.
Casting of Grout Prisms	ASTM C 1019	\$no charge	
Grout Prism Prep./Cure/Compressive Strength	ASTM C 39	\$32.74/Ea.	\$33.23/Ea.
Casting of Mortar Cubes	ASTM C 780	\$no charge	
Mortar Cube Prep./Cure/Compressive Strength	ASTM C 109	\$32.00/Ea.	\$32.48/Ea.
Masonry Unit Prep. /Compressive Str. (Set of 3)	ASTM C 140	\$228.98/Ea.	\$232.41/Ea.
Masonry Unit SPG/Abs./Unit Wt. (Set of 3)	ASTM C 140	\$228.98/Ea.	\$232.41/Ea.

*(In Conjunction w/ Field Inspection)

Pavement Thickness / Asphalt Quality

	FY 2014	FY 2015
Coring – ACP Thickness	\$65.49/Ea.	\$66.47/Ea.
Pavement Thickness Determination (Full Depth)	\$87.14/Ea.	\$88.45/Ea.
Density of Asphaltic Cores (4 or 6 inch)	\$71.96/Ea.	\$73.04/Ea.
Extraction/Sieve Analysis/Asphalt Content	\$229.04/Ea.	\$232.48/Ea.
Asphalt Rolling Pattern (Nuclear Method)	\$39.27/Ea.	\$39.86/Ea.
Eff. Of Water on Asphalt Mixtures (As Rec'd)	\$85.12/Ea.	\$86.40/Ea.

Pavement Investigation

	FY 2014	FY 2015
Core Existing Asphalt for Thickness, Perform Caliche Base Thickness, Sieve Analysis and Plasticity Index, Stabilized Subgrade Thickness and Plasticity Index	\$490.72/Ea.	\$498.08/Ea.

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

<u>Personnel:</u>		
Engineer (Principal).....	\$157.08/Hr.	\$159.44/Hr.
Engineering Specialist.....	\$117.75/Hr.	\$119.52/Hr.
Technician (Soils).....	\$ 47.14/Hr.	\$47.85/Hr.
Technician (Concrete).....	\$ 60.18/Hr.	\$61.08/Hr.
Technician (Asphalt).....	\$ 60.18/Hr.	\$61.08/Hr.

Engineering Review, Evaluation, Management & Administration

	FY 2014	FY 2015
Test Report.....	\$ 23.24/Ea.	\$23.59/Ea.

The specific hourly rate within each classification listed above depends on the experience, training, and qualifications of the personnel. A two (2) hour minimum billing at the applicable rate will be assessed per visit to project site.

Services provided on Saturday, Sunday and all work in excess of "normal" work hours will be invoiced at an overtime rate 1.5 times the applicable rate for the work performed. The cost of services is based upon the assumption that services will be provided during "normal" working hours. Normal working hours are between 7:00 a.m. and 6:00 p.m., Monday through Friday.

<u>Expenses:</u>		
Mileage.....	.52/Mi.	.53/Mi.

All other project specific, third-party costs will be charged at cost plus 10 percent. Invoices will be submitted monthly for work in progress in our standard format. They are due and payable upon receipt and become due 30 days after the billing date. Past due invoices may be subject to late charges at the rate of 1 1/2 percent per month (18 percent per annum). In the event that the State of Texas legislates a sales tax on Professional Services, the amount of the tax will be added to the appropriate service rate charged. Our invoices are due and payable upon receipt at 2100 W. Expressway 83, Mercedes, Texas 78570.

^^Fees adjusted approximately 1.5% annually.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/2/2014

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).

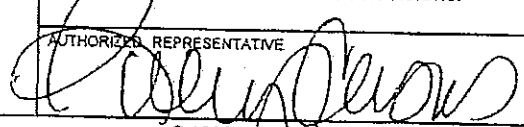
PRODUCER RUBY CASAS INSURANCE AGENCY 702 N Closser Blvd Edinburg, TX 78541	CONTACT NAME: PHONE (A/C, No, Ext): (956) 383-8141 FAX (A/C, No): (956) 278-3246 E-MAIL ADDRESS: rubycasas@rubycasasinsurance.com																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC#</th> </tr> <tr> <td>INSURER A:</td> <td>TRUCK INSURANCE EXCHANGE</td> <td>21709</td> </tr> <tr> <td>INSURER B:</td> <td>FARMERS INSURANCE EXCHANGE</td> <td>21652</td> </tr> <tr> <td>INSURER C:</td> <td>MID CENTURY INSURANCE COMPANY</td> <td>21687</td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC#	INSURER A:	TRUCK INSURANCE EXCHANGE	21709	INSURER B:	FARMERS INSURANCE EXCHANGE	21652	INSURER C:	MID CENTURY INSURANCE COMPANY	21687	INSURER D:			INSURER E:			INSURER F:	
INSURER(S) AFFORDING COVERAGE		NAIC#																			
INSURER A:	TRUCK INSURANCE EXCHANGE	21709																			
INSURER B:	FARMERS INSURANCE EXCHANGE	21652																			
INSURER C:	MID CENTURY INSURANCE COMPANY	21687																			
INSURER D:																					
INSURER E:																					
INSURER F:																					
INSURED L&G CONSULTING ENGINEERS, INC DBA L&G ENGINEERING 2100 W EXPRESSWAY 83 MERCEDES TX 78570																					

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.

R/SR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANYAUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	605850941	07/19/2014	07/19/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 HIDALGO COUNTY IS AUTOMATICALLY INCLUDED AS ADDITIONAL INSURED ON THE AUTOMOBILE POLICY AND PROVIDED WITH BLANKET WAIVER OF SUBROGATION IN THEIR FAVOR ON THE AUTOMOBILE AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER HIDALGO COUNTY 2802 S BUSINESS HWY 281 EDINBURG, TX 78539	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 
----------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

L & G Engineering

Consulting Engineers

Attachment "D"
L&G Engineering
City of Edcouch-2013 Street Improvement Project
Prepared for Hidalgo County Urban County Program

<i>Concrete Placement Valley Gutter</i>					
Air Content(Pressure Method)	3	Ea.	\$23.51	\$70.53	<i>Assuming 3 Visits for testing of Valley Gutter Placement</i>
Test Report	3	Ea.	\$23.24	\$69.72	
Technician (Concrete)	10	Hr.	\$60.18	\$601.80	
Mileage (Trip Charge)	60	Mi.	\$0.52	\$31.20	
				Subtotal:	\$773.25
Cyl. Spec. Prep, Hold, Cure	12	Ea.	\$11.83	\$141.96	<i>at a Frequency of Two 7 Day and Two 28 Day</i>
Comp. Str. Of Cyl. Specimen	12	Ea.	\$15.68	\$188.16	
Test Reports (7 and 28 day)	6	Ea.	\$23.24	\$139.44	
Technician (Concrete)	14	Hr.	\$60.18	\$842.52	
Mileage (Trip Charge)	60	Mi.	\$0.52	\$31.20	
				Subtotal:	\$1,343.28
<i>Hot Mix Asphalt Paving Various Streets</i>					
Ext. Sieve Analysis/Asph Content	5	Ea.	\$229.04	\$1,145.20	<i>Quantities based on six site visits to perform testing</i>
Density of Asphaltic Cores	5	Ea.	\$71.96	\$359.80	
Asphalt Rolling Patterns	10	Ea.	\$39.27	\$392.70	
Coring/ACP Thickness	12	Ea.	\$65.49	\$785.88	
Technician (Asphalt)	20	Hr.	\$60.18	\$1,203.60	
Mileage (Trip Charge)	120	Mi.	\$0.52	\$62.40	
Test Report	13	Ea.	\$23.24	\$302.12	
				Subtotal:	\$4,251.70

Estimated Field and Laboratory Test Fees				\$5,594.98
Engineering Specialist (Report Review)(Hr.)	6	\$117.75		\$706.50
Engineer-Principal (Report Review)(Hr.)	6	\$157.08		\$942.48
Estimated Materials Testing Total				\$7,243.96

Re: Cost Proposal

From : Raul Segin <raul.segin@co.hidalgo.tx.us>

Fri, Oct 17, 2014 02:59 PM

Subject : Re: Cost Proposal

To : Monica Leal <monica.leal@co.hidalgo.tx.us>

Cc : Nora Cavazos <nora.cavazos@hchd.org>

Ms. Leal, I have reviewed the proposal and based on my understating of the project scope the cost being quoted appears to be reasonable for the type of services that will be provided. This type of work is based on an as needed basis and the cost traditionally is less than what is quoted.

If I can be of further assistance, please advise.

Raul E. Segin, PE, CFM
Planning Administrator

----- Original Message -----

From: "Monica Leal" <monica.leal@co.hidalgo.tx.us>
To: "Raul Segin" <raul.segin@co.hidalgo.tx.us>
Sent: Friday, October 17, 2014 10:51:18 AM
Subject: Re: Cost Proposal

Good morning Mr. Segin,

Have you had a chance to review the info I forwarded to you on Monday?
Please advise.

Thank you,

Monica Leal

----- Original Message -----

From: "Monica Leal" <monica.leal@co.hidalgo.tx.us>
To: "Raul Segin" <raul.segin@co.hidalgo.tx.us>
Sent: Monday, October 13, 2014 9:24:14 AM
Subject: Fwd: Cost Proposal

Good morning Mr. Segin,

Hope you had a great weekend!

Can you please review the attached proposal submitted by L & G Engineering? Please see project description below.

Project consist of street resurfacing (overlay) and Valley Gutter (concrete) improvements, including but not limited to engineering professional service fees, material testing fees, advertisements and related appurtenances as it pertains to project completion.

LOCATION: 1.) Victoria Street - From FM 1015 to Angelita Street
2.) Angelita Street - From Victoria Street to Gonzalez Street
3.) Salazar Street - From SH 107 to Avenida Del Sur Street
4.) Sgt. Cervantes Street - From SH 107 to Avenida Del Sur
5.) Southern Street - From Cochran Street to Ester Street.
6.) Adkins Street - From Montgomery Ave. to Wista Street. (overlays)
7.) Mid-Section (corner) Homer De Leon St. & Gonzalez Street Valley Gutter Location (concrete). City of Edcouch, Hidalgo County, Texas

Thanks,

Monica Leal

----- Forwarded Message -----

From: "Rick Gil" <rgil@lgengineers.com>
To: "Monica Leal" <monica.leal@co.hidalgo.tx.us>
Sent: Friday, October 10, 2014 3:45:02 PM
Subject: Cost Proposal

<<MX-5001N_20141010_162233.pdf>>

Ms. Leal,

As requested, attached is the cost proposal/man hours for the Edcouch 2013 Street Improvement Project. Please feel free to contact me with any questions, comments or concerns.

Ricardo A. Gil
General Manager
Laboratory

L&G Engineering
2100 W. Expressway 83
Mercedes, Texas 78570

Ph: 956-565-0760
Fax: 956-565-6746

Cell: 956-463-2008

rgil@lgengineers.com
