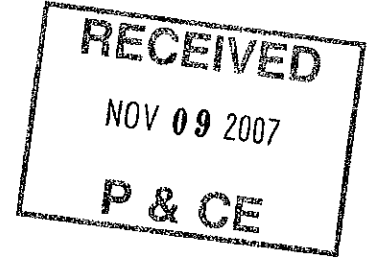


 **L & G Engineering Laboratory**

**Construction Material Testing
Geotechnical Engineering**

November 7, 2007
Proposal No. PL07026

City of Weslaco
Attn: Ms. Sylvia Martinez,
Community Development Coordinator
255 South Kansas Avenue
Weslaco, Texas 78596



**RE: Proposal for Construction Material Testing Services
City of Weslaco/Urban County Sidewalk Project (1st and 2nd Streets)**

Dear Ms. Martinez,

L&G Engineering Laboratory is pleased to submit this proposal for Construction Material Testing Services for the proposed **City of Weslaco / Urban County 1st and 2nd Street Sidewalk Project**.

PROJECT DESCRIPTION

The proposed project includes the replacement, installation of driveway and sidewalk locations within the City of Weslaco, along 1st and 2nd Streets. (See Attachment "A", Sigler, Winston, Greenwood & Associates)

SCOPE OF WORK

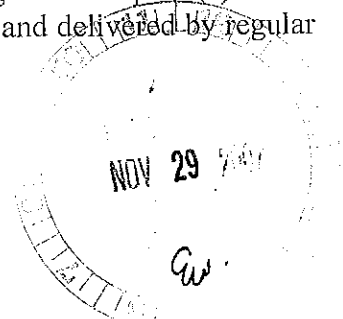
Perform Field and Laboratory Construction Materials Testing as requested by the Client. Testing is to be performed in accordance with industry standards.

PROJECT REQUIREMENTS

The tests identified in Attachment I of this cost proposal will constitute the Field and Construction Materials Testing Services provided to the Client. These testing qualities are based on the Scope of Work prepared by Sigler Winston Greenwood & Associates. (Attachment "III")

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 the Client and all/other **client designated recipients**.



ATTACHMENT II**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.

COST

Included herein as "Attachment I", is our cost proposal giving the testing item, a brief description and the unit fee for that item. The scope and quantity of services will be dependent upon services actually required by you and/or your representatives.

ACCEPTANCE

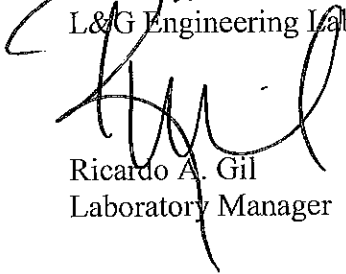
L&G Engineering Laboratory appreciates the opportunity of submitting this proposal and look forward to working with you in the development of this project, which will be carried out accordance with this letter and the following attachments:

<u>Attachment</u>	<u>Description</u>
I	Cost Proposal
II	Standard Terms and Conditions
III	Preliminary Plans(SWG)

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 Laboratory, LLC



Ricardo A. Gil
Laboratory Manager

Jacinto Garza, P.E., President, CEO

ATTEST: Date

Amanda C. Elizondo, CITY SECRETARY


Accepted By 
(Signature)

Buddy de la Rosa
(Typed or Printed Name)

Mayor
(Title)

Date: 11/21/2007

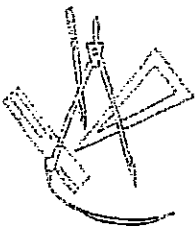
APPROVED AS TO FORM:



Ramon Vela, City ATTORNEY

Attachment I
L&G Engineering Laboratory
City of Weslaco, Urban County Sidewalk Project
Prepared for the City of Weslaco

Concrete Placement - Driveways and Sidewalks						
Site Visit / Placement Monitoring						
Tech Time	10	Hrs.	\$42.00	\$420.00	based on	
Trip Charge	50	Mi	\$0.50	\$25.00	5 site visits	
Air Content	5	Ea.	\$16.00	\$80.00	to perform	
Report	5	Ea.	\$16.00	\$80.00	in place testing	
Admin, Review (10%)	1	LS		\$60.50		
				Sub. <u>\$665.50</u>		
Pickup, Cure Break and Report						
Tech Time	10	Hrs.	\$42.00	\$420.00	based on 5 visits to pick up, cure, test and report test results	
Trip Charge	50	Mi	\$0.50	\$25.00		
Hold, Cure	20	Ea.	\$8.00	\$160.00		
Compression Test	20	Ea.	\$12.00	\$240.00		
Test Reports (7 and 28 day)	10	Ea.	\$16.00	\$160.00		
Admin, Review (10%)	1	LS.		\$100.50		
				Sub. <u>\$1,105.50</u>		
Estimated Project Total				\$1,771.00		



L&G Engineering Laboratory

Construction Material Testing
Geotechnical Engineering

November 29, 2007

Attn: Ms. Diana Serna
Director of Urban County Program
1916 Tesoro Blvd.
Pharr, TX. 78577

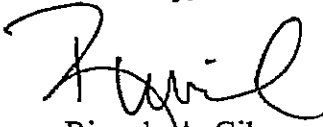
RE: City of Weslaco/Urban County Sidewalk Project (1st and 2nd Streets)

Dear Ms. Serna,

Please be advised that the quote for Construction Material Testing for the above referenced project in the amount of \$1,771.00 is our best and final offer for the subject project.

If you have any questions, feel free to contact me at 956-565-0760.

Sincerely,



Ricardo A. Gil
Lab Manager

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person doing business with local governmental entity.

L + G Engineering Laboratory LLC

2

Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3

Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

4

Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

FORM CIQ

Page 2

5 Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

Yes No

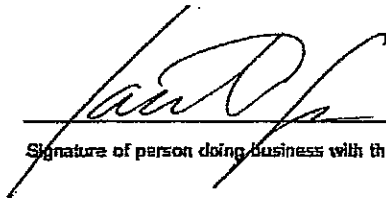
C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each affiliation or business relationship.

6 Describe any other affiliation or business relationship that might cause a conflict of interest.

7



Signature of person doing business with the governmental entity

11-7-07
Date

City of Weslaco

"The City on the Grow"



BUDDY DE LA ROSA, Mayor
JOHN F. CUELLAR, Mayor Pro-Tem
SOYLA R. GONZALEZ, Commissioner
ADRIAN GONZALEZ, Commissioner
RENE RODRIGUEZ, JR, Commissioner
ANTHONY COVACEVICH, City Manager

CERTIFICATE

I, Amanda C. Elizondo, City Secretary of the City of Weslaco, Texas, **DO HEREBY CERTIFY**, that the Weslaco City Commission at their regular meeting of November 20, 2007 approved the Material Testing Contract with L&G Engineering Laboratory for \$1,771.00 for the Urban County Sidewalk Project and authorized Mayor Buddy de la Rosa to execute all related documents. I further certify that such action of the Weslaco City Commission is recorded in Volume 44 of the Weslaco Minute Book.

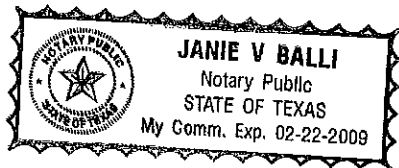
DATED this 21st day of November, 2007.

CITY OF WESLACO

Amanda C. Elizondo
City Secretary

NOTARY

SWORN AND SUBSCRIBED before me, this 21st day of November, 2007 that the above facts are true and correct to the best of her knowledge.



Janie V. Balli, Notary Public
My Commission expires: 02/22/09

STATE OF TEXAS COUNTY OF HIDALGO

City of Weslaco

"The City on the Grow"



BUDDY DE LA ROSA, Mayor
JOHN F. CUELLAR, Mayor Pro-Tem
SOYLA R. GONZALEZ, Commissioner
ADRIAN GONZALEZ, Commissioner
RENE RODRIGUEZ, JR, Commissioner
ANTHONY COVACEVICH, City Manager

November 21, 2007

Ms. Diana R. Serna, Executive Director
County of Hidalgo
Urban County Program
1916 Tesoro Blvd.
Pharr, Texas 78577

RE: Sidewalk Project (2007)

Dear Ms. Serna:

The City of Weslaco is requesting to be placed on the agenda for Hidalgo County Commissioners Court to approve L & G Engineering Laboratory's Professional Service Contract for the Sidewalk Project at an estimated testing fee of \$1,771.00. Attached you will find a copy of the City Secretary's Certificate and the scope of service.

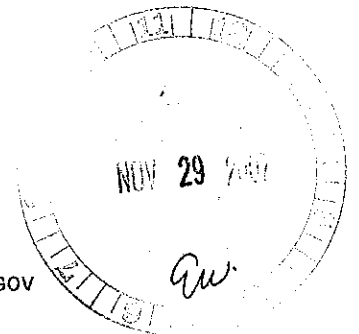
The Weslaco City Commission approved the proposal submitted by L & G Engineering Laboratory at their regular meeting of November 20, 2007. I have enclosed the necessary documentation.

Thank you for your prompt attention to this matter.

Sincerely,

Anthony Covacevich
City Manager

Attachment



**URBAN COUNTY
PROGRAM**
Hidalgo County Commissioners' Court
Agenda Request Form

No. _____

Date: November 29, 2007 Meeting Date Request: December 11, 2007
 Deadline for Action: December 4, 2007 Contact Person: Diana R. Serna
 Department: Urban County Program Phone: (956) 787-8127 Fax: (956)787-5291

Diana R. Serna, UCP Director

Caption:

AND amount of the final negotiated contract

The Urban County Program is requesting approval of the final negotiated Materials Testing Services contract with L&G Engineering Laboratory, in the amount of \$1,771.00 utilizing Year 20 (2007) Urban County Program Sidewalk funds in the City of Weslaco as previously authorized for negotiations by Commissioners' Court on 8-28-2007.

Background:

The City of Weslaco has negotiated a Materials Testing Services contract with L & G Engineering Laboratory in the amount of \$1,771.00 for the Sidewalk project on First and Second Street. The project is an Urban County Program Year 20 (2007) project in the City of Weslaco. See attached scope of services.

Contract Amount: \$ 1,771.00
Funds Available: \$ 89,808.55 Year 20 (2007) Sidewalk Improvements

Deputy Director: *[Signature]* Manager: *[Signature]* Finance: *[Signature]*

Please initial for approval:

Legal Counsel _____ **Budget** _____ **Human Resources** _____
 Dept./Fund No. _____ Amt. Expended: \$ _____ Funds/Staffing Budgeted: Yes: _____ No: _____
 Account Code: _____ Impact on Future Budget: Yes _____ No _____

Comments:

Action taken by Commissioner's Court:

Approved _____ Tabled _____ Denied _____ Motion made by _____ Seconded _____ Vote _____