

THE STATE OF TEXAS
COUNTY OF HIDALGO

CONTRACT FOR SERVICES

C-CAP-07-006-00-00

THIS AGREEMENT is made effective the ____ day of _____, 2007 by and between the **HIDALGO COUNTY, TEXAS, ("County") PRECINT #2 and Millennium Engineers Group, Inc.,** a Texas Corporation. ("Laboratory")

W I T N E S S E T H:

WHEREAS, part of the responsibilities vested in the County pursuant to required "Construction Materials Testing-Colonia Access Program Projects"; and

WHEREAS, County has determined that the services of professional engineers are sometimes necessary to carry out the required services; and

WHEREAS, pursuant to Article 664-4, "The Professional Service Act," Texas Government Code, the County requested proposals from professional engineers to assist the County by providing material testing services; and

WHEREAS, the County has selected the Laboratory to provide construction materials testing services within the County of Hidalgo, Texas.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Laboratory do mutually agree as follows:

1. **Scope of Services.** Laboratory agrees to provide to County the services shown in Exhibit "A" attached hereto and entitled "Services to be Provided by the Laboratory." The County will provide to Laboratory the services described in exhibit "B", "Services to be Provided by County."

2. **Term.** This Contract becomes effective when fully executed by both parties and will terminate on June 31, 2008 unless sooner terminated as provided herein. The Laboratory will not begin to work or incur costs until authorized in writing by the County for each work order.

3. **Compensation.** The maximum amount payable under this Contract shall not exceed the amount for each work order unless an amendment is executed as provided hereinafter. The Laboratory is authorized to submit periodic requests for payment within thirty days after completion of each work order. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment of said services in the customary manner provided for payments utilized by Hidalgo County, Texas. Laboratory agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Contract and to keep adequate books and records of all such receipts and/or expenditures. All payments to Laboratory shall be mailed to the address shown in numbered paragraph 21 hereof.

4. **Progress.** Upon acceptance of a work order, the Laboratory shall undertake and complete the authorized work. The County or the Laboratory can request conferences to be provided at the Laboratory's office, the office of the County, or at other agreed upon locations.

5. **Inspection of Work.** The County has the right at all reasonable times to inspect or otherwise evaluate the work performed hereunder and the premises in which it is being performed.

If any inspection or evaluation is made on the premises of the Laboratory, or a subcontractor, the Laboratory shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay their work.

6. **Amendments.** If it becomes necessary at any time during the contract period to change the scope of work, the contract period, the maximum amount payable, the complexity, or the character of this contract, an amendment must be prepared and executed within the contract period. The County retains the right to reject any such amendment proposed by the Laboratory unless the County finds the proposed amendment necessary to complete the work authorized herein. Any such amendments shall be made in writing, agreed to by all parties hereto, and duly executed before the end of the contract as specified.

If the County finds it necessary to require changes in completed work because of errors made by the Laboratory, the County shall require the Laboratory to correct the work at no cost to the County and without amendment to the contract. If the changes are made at the request of the County and are not due to errors of the Laboratory, the County will reimburse the Laboratory for the additional work at the same rate of pay established in Exhibit "C," "Basis for Payment." If payment for the additional work will cause the maximum amount payable to be executed, an amendment shall be executed in accordance with the terms of this provision.

7. **Reporting.** The Laboratory shall promptly advise the County in writing of events which have a significant impact upon the contract, including:

1. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units

by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated and any County or, if Federal Funds are involved, Federal assistance needed to resolve the situation.

2. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.

8. **Ownership of Documents.** Upon completion or termination of this contract, all documents prepared by the Laboratory or furnished to the Laboratory by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this contract shall be made available, upon request, to the County without restriction or limitation on their further use. The Laboratory may, at its own expense, have copies made of the documents or any other data furnished to the County under this contract.

9. **Independent Contractor.** Laboratory must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the services provided by Laboratory under this Contract. Notwithstanding the foregoing sentence, Laboratory represents and maintains that is an independent contractor and is not an employee of Hidalgo County, Texas or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Laboratory agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

10. **Voluntary Termination.** Laboratory and County agree that either party may terminate this Contract at any time for any reason or no reason at all upon giving of thirty (30) day prior written notice to other party.

11. **Insurance.** Laboratory agrees to provide liability insurance covering its activities in providing the services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, § 100.001, et seq., Texas Civil Practices and remedies Code, and shall furnish Department a certificate issued by the insurer that such insurance is in full force and effect.

12. **No Assignment.** Except as otherwise herein provided, Laboratory may not assign the obligations or rights under this contract to any person without the prior written consent of County.

13. **Termination Date.** Unless earlier terminated as herein provided, this Contract shall terminate on June 31, 2008.

14. **Conflict.** Nothing in this Contract shall be constructed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Contract and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Contract shall be modified only to the extent necessary to bring them the legal requirements and only during the time such conflict exists.

15. **Termination by County.** If Laboratory fails to deliver quality service, fails to achieve the defined goals, outcomes, strategies and outputs set by County, or if Laboratory fails to comply with any conditions in this Contract, then County shall have the right to terminate this Contract upon the giving of ten (10) days prior written notice to Laboratory.

16. **No Waiver.** No waiver by County of any breach of any provision of this Contract shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

17. **Entire Agreement.** This Contract contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by County and Laboratory, and not otherwise.

18. **Venue.** This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

19. **Hold Harmless.** In the event Laboratory should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Laboratory shall hold harmless and indemnify County from any and all obligations, liabilities, cause of action, lawsuits, damages, and assessments, including legal fees, etc., that from the Laboratory's intentional actions or negligence. This indemnification clause shall survive this Contract and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

20. **Attorney's Fees.** In the unlikely event that a dispute occurs which is litigated or arbitrated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this Contract, 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, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

21. **Notices.** Except as may be otherwise specifically provided in this Contract, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by a registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County:

County of Hidalgo
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Laboratory:

Millennium Engineers Group Inc.
Attn: Raul Palma, P.E.
705 Dawson Drive
P.O. Box 4569
Edinburg, Texas 78540-4569

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addresses or, if mailed at such time as it is deposited in the United States mail.

22. **Executions of Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Contract.

23. **Binding Contract.** This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this contract.

24. **Gender.** All pronouns used in this Contract 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.

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

26. **Laboratory's Seal.** All documents and data furnished by the Laboratory to the County shall bear the Engineer's professional seal.

EXECUTED as of the day and year first written above.

COUNTY:

COUNTY OF HIDALGO, TEXAS

By: _____
Juan D. Salinas III, County Judge

Laboratory: Millennium Engineers Group, Inc.

By: _____

Printed Name _____

Title: _____

ATTEST:

Arturo Guajardo Jr., County Clerk

Approved on Commissioners' Court _____ / _____ / 2007

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: _____

EXHIBIT "A"
Services to be Provided by Laboratory

The services to be provided by the LABORATORY in providing geotechnical engineering services, construction materials testing services, construction observation services and environmental services for the Hidalgo County Colonia Access Program - Precinct # 2 -Projects is as follows:

A. Preliminary Phase:

- 1) Attend preliminary conferences with the OWNER and, if requested, with the funding agency and other government agencies or interested parties regarding the Project.
- 2) Provide for the necessary geotechnical investigation and testing necessary to develop design.
- 3) Provide environmental studies as may be necessary to complete a project.
- 4) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
- 5) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
- 6) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, and maintenance projects.
- 7) Provide assistance to the OWNER in providing pavement condition studies.

B. Design Phase:

- 1) Attend the OWNER'S and respective Party's meeting as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed design activities.
- 2) Perform any additional geotechnical investigations, testing and environmental studies necessary to collect information required in the design of the Project.
- 3) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
- 4) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
- 5) Provide assistance to the OWNER in providing pavement rehabilitation recommendation for the design, construction and maintenance projects.
- 6) Provide assistance to the OWNER in providing pavement condition studies.
- 7) Furnish the OWNER all necessary report for preliminary design, design, and construction and maintenance projects.

C. Construction/Maintenance Phase:

- 1) Attend the OWNER'S and respective Party's pre-construction and construction meetings as requested for the purpose of explaining geotechnical investigation report recommendation and preliminary testing results and their impact to proposed construction activities and establish coordination and lines of communication for proposed construction materials testing during construction activities.
- 2) Consult and advise with the OWNER during construction.
- 3) Provide construction materials testing for construction and maintenance project as required by the project plans and specifications and/or specified by the project design engineer.
- 4) Review all material designs as requested by the OWNER and/or project design engineer.
- 5) Furnish the OWNER all necessary reports for construction and maintenance projects.
- 6) Provide construction observation services as requested by the OWNER on construction and maintenance projects.

D. Miscellaneous/Other

- 1) Act for Owner in professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of the profession.
- 2) Perform all technical services under the general direction of a Licensed Professional Engineer 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 designated by County.
- 3) Employ testing 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, upon request, submit to the OWNER or its authorized representative documentation of such calibration.
- 4) Promptly submit formal construction materials testing reports for all tests, observations and services performed indicating where applicable, compliance with OWNER specifications or other documents. Such reports shall be completed and factual, citing the tests performed, methods employed, values obtained, parts of the structure and location at which tests were made.
- 5) The plans and specifications prepared under this Agreement shall become the property of the OWNER upon completion of the work and payment in full of all monies due to the Laboratory.
- 6) Retain all pertinent records relating to the services performed for a period of five (5) years following submission of all reports, during which period the records will be made available to the Owner within a reasonable time.

NOTE: Change in and/or additional services to Scope will require prior approval from Owner prior to undertaking.

Exhibit "B"

Services to be Provided by County

The following provides an outline of the services to be provided by the Owner in the development of Projects (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General

The Owner will provide to the Laboratory the following:

- 1) Provide the authorization to proceed with services through coordination with the project consulting and design Engineer.
- 2) Payment for work performed by the Laboratory and accepted by the Owner in accordance with Article 3 of this Agreement.
- 3) Assistance to the Laboratory, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Engineer cannot easily obtain.
- 4) Provide any available relevant data the Owner may have on file concerning the projects.
- 5) Provide timely review and decisions in response to the Laboratory's request for information and/or required submittals and deliverables, in order for the Laboratory to maintain the agreed upon work schedule prepared in accordance with Exhibit "A" attached to this Agreement.
- 6) Attend and participate in progress meetings as required and as coordinated and conducted by Laboratory.
- 7) Provide the authorization to proceed with services on project by project basis through consulting design and construction engineer.

Exhibit C

LABORATORY TESTING SCHEDULE OF FEES - Basis for Payment

	PROCEDURE	TXDOT
SOILS TESTING		
MATERIAL PREPARATION TIME		
MOISTURE CONTENT DETERMINATION	ASTM D2216-TX-103-E	\$6.75
DETERMINATION OF LIQUID LIMIT OF SOILS	TEX-104-E	
DETERMINATION OF PLASTIC LIMIT OF SOILS	TEX-105-E	
ATTERBURG LIMITS OF SOILS	ASTM D 4318-TEX-106-E	\$45.00
BAR LINEAR SHRINKAGE OF SOILS	TEX-107-E	\$32.00
MATERIAL FINER#200 SIEVE	ASTM D 1140-TEX-111-E	\$42.00
LIME SERIES TESTING	TEX-112-E	N/A
MOISTURE-DENSITY RELATIONSHIP (TXDOT)	TEX-113-E / TEX-114-E	\$150.00
STANDARD PROCTOR	ASTM D 698	\$150.00
MODIFIED PROCTOR	ASTM D 1557	\$160.00
FIELD DENSITY TEST (NUCLEAR)	ASTM D 2950 -TEX-115-E	\$18.00
DETERMINATION OF SOIL Ph	TEX-128-E	\$20.00
SOIL-LIME TESTING	TEX-121-E	\$275.00
RESISTIVITY OF SOILS	TEX-129-E	\$85.00
SIEVE ANALYSIS (DRY) (4 SIEVES)	ASTM C 136-TEX-200-F	\$38.00
SIEVE ANALYSIS (WASHED) (4 SIEVES)	ASTM C 136-TEX-200-F	\$50.00
SIEVE ANALYSIS (ADDITIONAL SERVICES)	ASTM C 136-TEX-200-F	\$10.00
TEXAS WET BALL MILL (BASE MATERIAL QUALITY)	TEX-116-E	\$150.00
COURSE AND FINE AGGREGATE QUALITY TESTING		
DECANTATION TEST (CONC. AGGR.)	ASTM C117-TEX-406-A	\$30.00
SPECIFIC GRAVITY/ABSORP.(CONC.AGGR.)	ASTM C127-TEX-403-A	\$54.00
5 CYCLE MAGNESIUM SOUNDNESS	ASTM C88-TEX-411-A	
SSD UNIT WEIGHT OF AGGREGATES	ASTM C29-TEX-404-A	\$30.00
PERCENT VOIDS/SOLIDS IN CONC. AGGREGATES	TEX-405-A	\$10.00*
<i>* IN CONJUNCTION w/SSD UNIT W/ OF AGGRAGATES</i>		
SAND EQUIVALENT		
SPECIFIC GRAVITY/ABSORP.(FINE .AGGR.)	ASTM D 2419-TEX-203-F	\$50.00
ORGANIC IMPURITIES IN FINE AGGREGATE	ASTM C 128-TEX-403-A	\$52.00
FINENESS MODULUS OF FINE AGGREGATE	ASTM C 87 -TEX-408-A	\$35.00
ACID INSOLUBLE OF FINE AGGREGATE	TEX-402-A	\$12.00
	TEX-612-J	N/A
CONCRETE/MASONRY FILED & LAB. TESTING		
SLUMP TEST	ASTM C 143-TEX-415-A	\$15.00
AIR CONTENT (PRESSURE METHOD)	ASTM C 143-TEX-415-A	\$18.00
AIR CONTENT (VOLUMETRIC)	ASTM C 173	\$20.00
CASTING OF CONCRETE CYLINDERS	ASTM C 31	\$10.00
COMPRESSIVE STRENGTH OF CYL. SPECIMEN	ASTM C 39-TEX-418-A	\$12.00
CYLINDRICAL SPECIMEN PREP./HOLD/CURE	ASTM C 192	\$7.00
CASTING OF GROUT PRISMS	ASTM C 1019	N/A
GROUT PRISM PREP./CURE/COMPRESSIVE STRENGTH	ASTM C 39	N/A
CASTING OF MORTAR CUBES	ASTM C 780	N/A
MORTAR CUBE PREP./CURE/COMPRESSIVE STRENGTH	ASTM C109	N/A
MASONRY UNIT PREP./COMPRESSIVE STR. (SET OF 3)	ASTM C 140	N/A
MASONRY UNIT SPG/ABS./UNIT WT. (SET OF 3)	ASTM C 140	N/A
<i>*In Conjunction w/ Field Inspection</i>		
PAVEMENT THICKNESS / ASPHALT QUALITY		
CORING - ACP THICKNESS	ASTM D 3549	\$30.00
PAVEMENT THICKNESS DETERMINATION (FULL DEPTH)	ASTM	\$50.00
DENSITY OF ASPHALTIC CORES (4 OR 6 INCH)	TEX-207-F	\$25.00
MAXIMUM THEORETICAL SPG (RICE GRAVITY)	TEX-227-F	\$50.00
EXTRACTION/SIEVE ANALYSIS/ASPHALT CONTENT	TEX-210-F/TTEX-200-F	N/A
ASPHALT ROLLING PATTERN (NUCLEAR METHOD) one per proj	TEX-207-F-PART IV	\$30.00
EFF. OF WATER ON ASPHALT MIXTURES (AS REC'D)	TEX-531-C	\$65.00
Personnel		
Engineer (Principle)		\$90.00
Engineering Specialist		\$55.00
Technician Soils		\$38.67
Technician Concrete		\$40.00
Technician Asphalt		\$40.00
Clerical Administrative		\$40.00
CADD Technician		
Test Report		\$0.00
Milage (PER MILE) Max \$60.00 per day		\$0.38

** Prices are in Dollars

* All Dates are in Hours

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/22/2006

PRODUCER (201)262-1200 FAX (201)262-7810
Fenner & Ester Agency, Inc.
467 Kinderkamack Road
P. O. Box 60
Oradell, NJ 07649-0060

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Millennium Engineers Group
PO Box 4569
705 Dawson Drive
Edinburg, TX 78540

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Lloyd's of London
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> 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				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/POP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	OTHER Professional Liability Claims Made Form	W1013Q05PNPM	12/12/2006	12/12/2007	Per Claim Limit \$1,000,000 Aggregate Limit \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

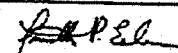
CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Timothy Esler/JEAN



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.

MILLENNIUM ENGINEERS GROUP, INC.

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 176.003(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.

NONE

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.

NONE

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.

N/A

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

NONE

7

David Kelme

Signature of person doing business with the governmental entity


1-22-07

Date

**Certification
Regarding Debarment, Suspension and Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: 
Print Name: RAUL PALMA
Title: PRESIDENT
Telephone Number: 956-383-8522
Date: 2-6-07

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.