

THE STATE OF TEXAS
COUNTY OF HIDALGO

CONTRACT FOR SERVICES

C-CAP-08-026- -

THIS AGREEMENT is made effective the _____ day of _____, 2008 by and between the **HIDALGO COUNTY, TEXAS**, (“County”) and **Millennium Engineers Group, Inc.**, a Texas corporation (“Laboratory”).

WITNESSETH:

WHEREAS, the County is vested with the responsibility of providing construction materials testing (the “Services”) for its Colonia Access Program projects for Mel Grey Subdivision a Colonia Access Program project;

WHEREAS, the County has determined that the services of a professional laboratory company is necessary to carry out the required Services;

WHEREAS, pursuant to Texas Government Code Chapter 2254 (the “Texas Professional Services Procurement Act”), the County requested proposals from a professional laboratory to assist the County by providing the Services;

WHEREAS, County has selected the Laboratory to provide the Services within Hidalgo County Precinct No. 1

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 with the work described in Exhibit “B” attached hereto and entitled “Services to be Performed by Laboratory.” The County will provide to Laboratory the services described in Exhibit “A”, “Services to be Performed by the County.”

2. Term. This Agreement becomes effective when fully executed by both parties and will terminate upon completion of work unless sooner terminated as provided herein. The Laboratory will not begin to work or incur costs until full execution of agreement.

3. Compensation. The maximum amount payable under this Agreement shall not exceed the amount of this agreement unless an amendment is executed as provided hereinafter. The Laboratory shall submit periodic requests for payment within (30) thirty days after completion. 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 for 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 Agreement and to keep accurate books and records of all such receipts and/or expenditures. All payments to Laboratory shall be mailed to the address shown in numbered paragraph 24 herein.

4. 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 of 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.

5. Amendments. If it becomes necessary at any time during this Agreement to change the scope of Services, the Agreement period, the maximum amount payable, the complexity, or the character of this Agreement, an amendment must be prepared and executed within the Agreement period. The County retains the right to reject any such amendment proposed by the Laboratory. Any such amendments shall be made in writing, agreed to by all parties hereto, and duly executed before the end of the Agreement 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 Agreement. 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," "Laboratory Rates." If payment for the additional work will cause the maximum amount payable under this Agreement to be exhausted, an amendment shall be proposed in accordance with all State procurement laws.

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

- a. 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.
- b. Favorable developments or events which enable meeting time schedules and goals to be met sooner than anticipated or which are producing more work units than originally projected.

7. Ownership of Documents. Upon completion or termination of this Agreement, 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 Agreement 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 Agreement.

8. Suspension of Work. Should County desire to suspend the work under this Agreement, but not terminate this Agreement, the County shall provide thirty (30) calendar days verbal notification to Laboratory, followed by written confirmation from the County to Laboratory to that effect. The thirty-day notice may be waived as agreed in writing by both the County and Laboratory to that effect. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the County to the Laboratory. The sixty-day notice may be waived as

agreed in writing by both the County and Laboratory. If the County suspends the work, the Termination Date as identified above is not affected and this Agreement will terminate on the date specified.

9. Progress and Coordination. The Laboratory shall, from time to time during the progress of the work, confer with the County. The Laboratory shall prepare and present such information as may be pertinent and necessary, or as may be requested by the County, in order to evaluate features of the Laboratory's services and work.

At the request of the County or the Laboratory, conferences shall be provided at the Laboratory's office, the offices of the County, or at other locations designated by the County. These conferences shall also include evaluation of the Laboratory's services and work when requested by the County.

All applicable study reports shall be submitted in preliminary form for approval by the County before the final report is issued. The County's comments regarding the Laboratory's preliminary report will be addressed by the Laboratory in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the Laboratory's Services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the Laboratory's Services and work does not satisfy the requirements of this agreement, the County shall review the executed agreement with the Laboratory to determine the corrective action needed by either the County or the Laboratory.

The Laboratory shall promptly advise the County in writing of events which have a significant impact upon the progress of the Laboratory's Services and work and the approved Work Schedule, including:

- a. problems, delays, adverse conditions which will materially affect the ability to attain Agreement objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of Project deliverables by the Laboratory within established time periods; this disclosure will be accompanied by a statement by the

Laboratory of recommended or immediate action taken, or contemplated, and any Owner or other agency or entity assistance needed to resolve the situation: and

- b. favorable developments or events which enable meeting the Work Schedule goals sooner than anticipated.

10. 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 Agreement. Notwithstanding the foregoing sentence, Laboratory represents and maintains that it 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.

11. Subcontracting and Assignment. The Laboratory shall not assign subconsultant or transfer the Laboratory's interest in this Agreement without the prior written consent of the County. The Laboratory shall bind every subconsultant by written contract to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontractor relieves the Laboratory of any responsibilities under this Agreement.

12. Voluntary Termination. Laboratory and County agree that either party may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days prior written notice to the other party.

13. 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 County a certificate issued by the insurer that such insurance is in full force and effect.

14. Payment of Franchise Tax. The Laboratory hereby certifies that the Laboratory is not delinquent in Texas franchise tax payments, or that the Laboratory is exempt from, or not subject to, such as tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the County.

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

16. Termination Date. Unless earlier terminated as herein provided, this Agreement shall terminate upon completion of project.

17. Conflict. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement 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 Agreement, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them the legal requirements and only during the time such conflict exists.

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

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

20. Entire Agreement. This Agreement 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 Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by County and Laboratory, and not otherwise.

21. Venue. This Agreement 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.

22. 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 Agreement and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

23. Notices. Except as may be otherwise specifically provided in this Agreement, 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.
Attention: 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.

24. 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 Agreement.

25. Binding Agreement. This Agreement 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 Agreement.

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 Laboratory have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of County and Laboratory in accordance with its terms.

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

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: _____

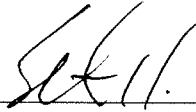
ATTEST:

Arturo Guajardo Jr., County Clerk

Approved on Commissioners' Court _____ 2008

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By:  _____

ATTACHMENTS:

- EXHIBIT A** -Scope of Services to be provided by the Owner
- EXHIBIT B** -Scope of Services to be provided by the Laboratory
- EXHIBIT C** -Laboratory's Rates
- EXHIBIT D** -Supplemental Agreement Form
- EXHIBIT E** -Certificates of Insurance

EXHIBIT “A”

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 Laboratory.
- 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 Laboratory 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 Laboratory.

Exhibit “B”

Services to be Provided by Laboratory

The services to be provided by the LABORATORY in providing geotechnical Laboratory services, construction materials testing services, construction observation services and environmental services for the Hidalgo County - Precinct #1 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 Laboratory.
- 4) Review all material designs as requested by the OWNER and/or project design Laboratory.
- 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 Laboratory 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 “C”

Laboratory Rate

For the services to be provided by the ENGINEER the charge will be on the basis of the units and unit fee rates established in this schedule of tests, staff personnel services and additional services. The overtime premium, required by the Fair Labor Standards Act for nonexempt classifications, will be charged for overtime hours worked because of the County’s requirements and its authorization. However, except for the overtime premium, the maximum charges shall not exceed the rates shown in this schedule.

Soils and Aggregate Section

| | |
|-----------------------------------------------------------------------|------------|
| Material Preparation Time | \$40.00/hr |
| Atterberg Limits (ASTM or TxDOT)..... | 59.00/ea |
| Sieve Analysis | |
| Dry through No. 40 (4 sieves)..... | 50.00/ea |
| Additional Sieves..... | 12.00/ea |
| Percent Passing No. 200 Sieve..... | 42.00/ea |
| Moisture Density Relationship | |
| ASTM D 698 (Standard Proctor)..... | 175.00/ea |
| ASTM D 1557 (Modified Proctor)..... | 185.00/ea |
| Tex 113-E (TxDOT Proctor)..... | 185.00/ea |
| Nuclear Density Test (In conjunction with Inspection) | |
| ASTM D 2950 or Tex 115-E, Part II..... | 22.00/ea |
| Depth Test | 6.00/ea |
| Wet Ball Mill (Tex 116-E) | 175.00/ea |
| Determination of Optimum Lime Content | |
| PI Method – (Max. 3 points) | 275.00/ea |
| Tex 121-E - (Max. 3 points) | 275.00/ea |
| PH Method - (Max. 3 points) | 275.00/ea |
| Additional Points | 75.00/ea |
| California Bearing Ratio (includes M/D Relationship & 3 specimens)... | 600.00/ea |
| Additional Specimens | 150.00/ea |
| Moisture Content of Aggregates and Base(Small)..... | 8.00/ea |
| Moisture Content of Aggregates and Base(Large)..... | 35.00/ea |
| Linear Shrinkage (Tex 107-E) | 65.00/ea |
| pH (TxDOT Tex 128-E)..... | 70.00/ea |
| of Soils (Tex 129-E) | 85.00/ea |
| Specific Gravity | 75.00/ea |
| Unit Weight (Loose or Dry) | 45.00/ea |
| Soundness (5-cycle Magnesium) | 425.00/ea |

Bituminous Section

| | |
|------------------------------------------------------------------|------------|
| Material Preparation Time | \$43.00/hr |
| Sieve Analysis for Fine and Coarse Aggregate (Tex 200-F or ASTM) | |
| Dry (4 sieves)..... | 50.00/ea |
| Additional Sieves..... | 12.00/ea |
| Sand Equivalent (ASTM D 2419 or Tex 203-F) | 55.00/ea |

| | |
|--------------------------------------------------------------------|-------------|
| Extraction of Bituminous Mixture, Percent Asphalt & Gradation..... | 225.00/ea |
| Asphalt Cores (up to 3 inch depth and 4 inch dia.)(Min. 3 ea)..... | 55.00/ea |
| Additional Depth & Dia. (By Circumference Area) | .50/sq. in. |
| Thickness of Cores | 15.00/ea |
| Theoretical Maximum Specific Gravity of Mixtures (Tex 227-F) | 55.00/ea |
| Lab Density (Tex 207-F)(Lab Density)..... | 60.00/ea |
| Effect of Water on Bituminous Paving Mixtures (Tex 530-C) | 75.00/ea |
| Hveem Stability | 105.00/ea |
| Coring Rig | 75.00/day |
| Asphaltic Concrete Design and Other Services | By Quote |
| Percent Passing No. 200 Sieve..... | 42.00 |

Concrete Section

| | |
|---------------------------------------------------------------------|--------------|
| Material Preparation Time | \$43.00/hr |
| Slump Test (In conjunction with Inspection) | |
| ASTM C 143 or Tex 415-A..... | 18.00/ea |
| Air Content of Fresh Concrete (In conjunction with Inspection) | |
| Pressure (416-A) | 20.00/ea |
| Volumetric (414-A) | 35.00/ea |
| Casting of Concrete Cylinders (In conjunction with Inspection)..... | 10.00/ea |
| Concrete Cylinder Compressive Strength Test..... | 16.00/ea |
| Strip & Hold Cylinder (In conjunction with pickup)..... | 10.00/ea |
| Concrete Beam Flexure Strength Test | |
| 6x6x22 (Minimum of 2) (Delivered to Lab)..... | 30.00/ea |
| Strip & Hold Beam (In conjunction with pickup)..... | 10.00/ea |
| Concrete Cores By Circumference Area (Min. 100 sq. in.)..... | 2.00/sq. in. |
| Sawing of Concrete Cylinders or Cores per end per specimen | 25.00/ea |
| Thickness of Cores | 15.00/ea |
| Coring Rig | 75.00/day |
| Portland Cement Concrete Design or other services | By Quote |

Masonry Section

| | |
|---------------------------------|------------|
| Material Preparation Time..... | \$43.00/hr |
| Grout Prism (Compression)..... | 20.00 |
| Mortar Prism (Compression)..... | 20.00 |

Soil Exploration and Geotechnical Services

| | |
|------------------------------------------------------------------------|----------------|
| Drilled Borings | |
| In Soil, 0 – 50 feet | \$18.00/LF |
| In Soil, 50 – 100 feet | 20.50/LF |
| In Rock | By Quote |
| Non-Conventional Drilling..... | By Quote |
| Standard Penetration Test (in addition to drilling & sampling) | 10.00/ea |
| Texas Cone Penetration Test (in addition to drilling & sampling) | 20.00/ea |
| Shelby Tube Sampling | 20.00/ea |
| Mobilization and Demobilization (In Rio Grande Valley)..... | 300.00/ea site |
| Mobilization and Demobilization (Outside the Rio Grande Valley)..... | 3.50/mile |

| | | |
|-----------------------------------------------------------|------------|----------------|
| Mobilization of Non-Conventional Drilling Equipment | By Quote | |
| Trip Charge For Logger | 0.60/mile | |
| Standby Time, Rig plus 2 man crew..... | 200.00/hr | Monitor |
| Well Installation..... | By Quote | |
| Technician To Log Soil Test Boring..... | 48.00/hr | |
| Field Coordination | | |
| Field Engineer | 115.00/hr | |
| Utility Clearance | 65.00/hr | |
| Flagman | 40.00/hr | |
| Per Diem (If required) | Cost + 15% | |
| Unconfined Compression..... | 40.00/ea | Moisture |
| Content (Small)..... | 8.00/ea | Grout Backfill |
| | 4.00/LF | |
| Dozer/Clearing | Cost + 15% | |
| Asphalt Pavement Coring | 100.00/ea | |
| Concrete/Asphalt Patch | 75.00/ea | |

Technician Services

| | | |
|----------------------------------------------------------------------|------------|--|
| Engineering Technician Time (Min. 2 Hrs)..... | \$40.00/hr | |
| Soil and Aggregate Sampling, Density Testing, Etc. | | |
| Concrete or Asphalt Engineering Technician Time (Min. 2 Hrs)..... | 43.00/hr | |
| Site Testing on Concrete Pours, Asphalt Field Placement, Etc. | | |
| Senior Engineering Technician Time (Min. 2 Hrs)..... | 48.00/hr | |
| Plant Inspection, Reinforcing Steel Inspection, Etc. | | |
| Construction Inspection Engineering Technician Time (Min. 2 Hrs).... | 48.00/hr | |
| Plant Inspection, Reinforcing Steel Inspection, Etc. | | |
| Engineering Specialist Time (Min. 2 Hrs)..... | 65.00/hr | |
| Pier Inspection, Pile Load Inspections, etc. | | |
| Certified Welding Inspector (Min. 4 Hrs)..... | 85.00/hr | |

Other Services

| | | |
|------------------------------------------------------------------------|--------------|--|
| Vehicle Trip Charge (within 25 miles of lab office, Edinburg, TX)..... | \$35.00/trip | |
| Vehicle Trip Charge (beyond 25 miles of lab office)..... | 0.60/mile | |
| Other Testing Not Specified (Option 1) | Cost + 15% | |
| Other Testing Not Specified (Option 2) | 48.00/hr | |
| Other Services, Outside Services or Supplies | Cost + 15% | |
| Test Reports..... | 30.00/ea | |
| Clerical/Administrative | 40.00/hr | |
| Fax | 1.00/page | |
| Photocopies | | |
| 8 ½" x 11" | 0.12/page | |
| 8 ½" x 14" | 0.15/page | |
| 11" x 17" | 0.20/page | |
| Microcomputers (PC) | 5.00/hr | |

Professional Services

Principal Engineer..... \$125.00/hr

Project Management and Coordination of Services Provided

Applied to each invoice of net services provided..... \$65.00/hr

BASIC SERVICES AGREEMENT

MEG will charge overtime at the rate of 1.5 applicable for technicians for services performed before 7 AM and after 6 PM on Monday through Friday, after 8 continuous hours on the Client's project and on Saturday, Sunday and holidays.

Hours billed will be from our office at 705 Dawson Drive, Edinburg, Texas, port to port. Fractions of hours will be billed as whole hours. Technician hours will be billed a minimum of 2 hours.

Laboratory testing performed after normal work hours of 7 AM to 6 PM on Monday through Friday will be billed the test rate plus applicable overtime hourly charges.

Project management will be billed for report review, coordination and management of project personnel.

EXHIBIT "D"
Supplemental Agreement Form

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. _____
TO AGREEMENT FOR PROFESSIONAL CONSTRUCTION MATERIAL TESTING SERVICES

THIS **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 8 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and _____, Professional Laboratory of, _____, Texas, hereinafter called the "**Laboratory**".

WITNESSETH

WHEREAS, the **Owner** and the **Laboratory** executed the **Agreement** on the ____ day of _____ 2007 concerning Laboratorying for _____ (hereinafter referred to as the "**Project**"); and,

WHEREAS, Article ____ of the **Agreement**, (article title), establishes _____; and,

WHEREAS, it has become necessary to amend the Agreement to _____

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Laboratory** agree that said **Agreement** is amended as follows:

I. Article ____ of the **Agreement**, (article title), is revised to

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Laboratory and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

THE LABORATORY:
Millennium Engineers Group, Inc.

BY: _____

Address for Giving Notices:
705 Dawson Drive
P.O. Box 4569
Edinburg, Texas 78540-4569

THE OWNER:
HIDALGO COUNTY

BY: _____

Juan D. Salinas III, County Judge

LIST OF ATTACHMENTS

(as required)

EXHIBIT “E”
Certificate of Insurance

| | | |
|--------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| ACORD CERTIFICATE OF LIABILITY INSURANCE | | DATE (MM/DD/YYYY) 08/06/2008 |
| PRODUCER (201)262-1200 FAX (201)262-7810 Fenner & Esler 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 Edinburg, TX 78540 | | INSURERS AFFORDING COVERAGE INSURER A: Lloyd's of London INSURER B: INSURER C: INSURER D: INSURER E: |
| | | NAIC # |

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 INBRD | 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 - COMP/OP 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 EA ACC \$ AUTO ONLY: 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 STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| A | OTHER Professional Liability Claims Made Form | W15IDN07PNPM | 12/12/2007 | 12/12/2008 | Per Claim Limit \$1,000,000 Aggregate Limit \$1,000,000 |

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

CERTIFICATE HOLDER

Hidalgo County
 2812 South Business Hwy 281
 Edinburg, TX 78539

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 *T.Esler*

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/06/2008

PRODUCER
Sergio Rodriguez Insurance Agency
932-A W Nolana
Pharr, TX 78577

INSURED
Millennium Engineers Group, Inc.
705 Dawson Dr.
Edinburg, TX 78539

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.

| INSURERS AFFORDING COVERAGE | NAIC # |
|---------------------------------------|--------|
| INSURER A: CNA | |
| INSURER B: Farmers Insurance Group | |
| INSURER C: Hartford Insurance Company | |
| 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 LTR | ADD NSRD | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YYYY) | POLICY EXPIRATION DATE (MM/DD/YYYY) | LIMITS | |
|----------|----------|----------------------------------------------------------------------------------------------------------|----------------|------------------------------------|-------------------------------------|---------------------------------------------------------|-------------|
| A | | GENERAL LIABILITY | B 2066374566 | 11/22/2007 | 11/22/2008 | EACH OCCURRENCE | \$1,000,000 |
| | | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | DAMAGE TO RENTED PREMISES (Each Occ.) | \$50,000 |
| | | <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR | | | | MED EXP (Any one person) | \$6,000 |
| | | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | PERSONAL & ADV INJURY | \$1,000,000 |
| | | <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC | | | | GENERAL AGGREGATE | \$2,000,000 |
| | | | | | | PRODUCTS - COMP/OP | \$2,000,000 |
| B | | AUTOMOBILE LIABILITY | 069384508 | 07/22/2008 | 07/22/2009 | COMBINED SINGLE LIMIT (Ea accident) | \$300,000 |
| | | <input type="checkbox"/> ANY AUTO | | | | BODILY INJURY (Per person) | \$ |
| | | <input checked="" type="checkbox"/> ALL OWNED AUTOS | | | | BODILY INJURY (Per accident) | \$ |
| | | <input type="checkbox"/> SCHEDULED AUTOS | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | <input type="checkbox"/> HIRED AUTOS | | | | AUTO ONLY - EA | \$ |
| | | <input type="checkbox"/> NON-OWNED AUTOS | | | | OTHER THAN AUTO ONLY: EA | \$ |
| | | | | | | AGG | \$ |
| | | GARAGE LIABILITY | | | | EACH OCCURRENCE | \$ |
| | | <input type="checkbox"/> ANY AUTO | | | | AGGREGATE | \$ |
| | | EXCESS/UMBRELLA LIABILITY | | | | | \$ |
| | | <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE | | | | | \$ |
| | | <input type="checkbox"/> DEDUCTIBLE | | | | | \$ |
| | | <input type="checkbox"/> RETENTION \$ | | | | | \$ |
| C | | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | 72-WEC GY1 880 | 10/16/2007 | 10/16/2008 | <input checked="" type="checkbox"/> WC Statutory Limits | Other |
| | | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? | | | | E.L. EACH ACCIDENT | \$100,000 |
| | | <i>If yes describe under SPECIAL PROVISIONS BELOW</i> | | | | E.L. DISEASE - EA | \$100,000 |
| | | | | | | E.L. DISEASE - POLICY | \$500,000 |

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

-Engineering Firm
-List of Scheduled Vehicles (Includes last six digits of VIN.): 1998 Chevrolet 216452, 1993 Toyota 116157, 2000 Nissan 421054 & 1999 Chevrolet Truck 164683

CERTIFICATE HOLDER

Hidalgo County
2812 S. Business Highway 281
Edinburg, TX 78539

CANCELLATION

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AUTHORIZED REPRESENTATIVE

Sergio Rodriguez