

Millennium Engineers Group, Inc.

PO Box 4569

Edinburg, Texas 78540-4569

Proposal

Date	Proposal No.
12/16/2008	08-266

Name / Address
Monica Leal Urban County Programs 1916 Tesoro Pharr, Texas 78577

Project
10731 Hernandez Drive - Grading Plan

Description	Qty	Cost	Total
Professional Engineering Services for Site Grading and Handicap Access Plan at 10731 Hernandez Drive, San Carlos, Texas	1	2,950.00	2,950.00
Helping to Build the Rio Grande Valley		Total	\$2,950.00

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

6007-37-6485-5225 P6043

Part I - Professional Services Agreement

This Agreement, entered into this 23rd day of December, 2008 by and between **Hidalgo County Urban County Program** and **Millenium Engineers Group, Inc. Edinburg, TX**, duly authorized Engineer, herein acting by **Raul Palma, P.E.** (hereinafter called the "Engineer").

WITNESSETH THAT:

WHEREAS, Hidalgo County has received HOME funds from the U.S. Dept. of Housing and Urban Development to be used by Urban County Participants. It is understood and agreed that the Hidalgo County - Urban County Program obligation under this Agreement is contingent upon the actual receipt of adequate federal funds to meet the liabilities under this Agreement; and

WHEREAS, the Hidalgo County - Urban County Program is interested in obtaining Engineering Services; and

WHEREAS, the Engineer, duly licensed and registered to practice engineering in the State of Texas, has the professional abilities to undertake the study, evaluation, analysis and engineering recommendations in a manner which shall provide the necessary public service while preserving and enhancing to the greatest degree possible the natural and proposed environment in the PROJECT area; and

WHEREAS, the Hidalgo County - Urban County Program desires to engage the Engineer to render certain services in connection therewith;

NOW, THEREFORE, the participants do mutually agree as follows:

**SECTION I
EMPLOYMENT OF THE ENGINEER**

The Hidalgo County - Urban County Program agrees to employ the Engineer to furnish and provide the engineering services as stated in the following sections and upon receipt of such satisfactory services, the Hidalgo County - Urban County Program agrees to pay the Engineer as stated in the sections to follow.

**SECTION II
BASIC SERVICES OF THE ENGINEER**

The Engineer shall perform the following Basic Services in connection with the proposed **plans for the handicap ramp access and site grading for the proposed fill.**

Account(s) 6007-37-6485-5225 P6043. (See Exhibit A)

2.1 Preliminary Phase

- a. Attend preliminary conferences with the Hidalgo County - Urban County Program and, if requested, with the funding agency and other government agencies or interested parties regarding the project.
- b. As may be required, comply and receive the Hidalgo County - Urban County Program approval on all work.
- c. Prepare preliminary engineering plans on the Project in sufficient detail to indicate clearly the problems involved and solutions recommended with the cost estimates.
- d. Obtain the Hidalgo County - Urban County Program's approval of the work of this Preliminary Phase before proceeding with the next phase.

2.2 Design Phase

- a. Attend the respective Hidalgo County - Urban County Program meetings as requested for the purpose of explaining completed design work activities.
- b. Advise the Hidalgo County - Urban County Program of any soil investigations or tests which, in the opinion of the Engineer, may be required for the proper execution of the Project.
- c. Provide all field information and surveys required for the design of the Project.
- d. Plot field data and other survey information for the design of the Project.
- e. Prepare detailed plans specification and contract documents and drawings (reproducible tracings) for construction authorized by the Hidalgo County - Urban County Program.
- f. Furnish, if requested, the engineering data necessary for the Hidalgo County - Urban County Program to obtain permits required by local, state, and federal authorities.

2.3 Construction Phase

The Construction Phase will commence with the execution of the prime construction contract(s). The Hidalgo County - Urban County Program will issue a ten (10) day commence work notice which will signal the commencement of work under any construction contracts and will terminate upon the Hidalgo County - Urban County Program's approval of the Engineer's written approval of final payment to the Contractor(s). During the Construction Phase, the Engineer will:

- a. Make periodic visits to the site as required pursuant to the standards of Professional Engineers on projects of this nature, provide project construction supervision, to observe the progress and quality of the executed work and to determine if the work is proceeding in accordance with the contract documents.

- b. Consult and advise with the Hidalgo County - Urban County Program and issue all instructions and Change Orders to the Contractor requested by the Hidalgo County - Urban County Program.
- c. Review and provide a recommendation concerning samples, catalog data, schedules, shop drawings, laboratory, shape and mill tests of material and equipment and other data which the Contractor is required to submit, in compliance with the Contract Documents.
- e. Upon receipt of notification by the Hidalgo County - Urban County Program that the work has been completed, the Engineer shall accompany the Hidalgo County - Urban County Program on the Final Inspection to assure that the total work has been completed in accordance with the Contract Documents.
- f. Prior to the Hidalgo County - Urban County Program's dispersal of any retainage of funds, render a written opinion to the Hidalgo County - Urban County Program that the construction has been completed according to the Contract Documents and provide the Hidalgo County - Urban County Program with a certificate of completion and release of liens documents from subcontractors.
- h. The Engineer will be responsible for interim and final inspection.
- i. Furnish to the Hidalgo County - Urban County Program of Hidalgo County - Urban County Program One (1) original and two (2) set of copies of the survey and contract documents.

**SECTION III
ADDITIONAL SERVICES OF THE ENGINEER**

If authorized in writing by the Hidalgo County - Urban County Program, the Engineer will furnish or obtain from others Additional Services of the following types which are not considered normal or customary basic services; these will be paid for by the Hidalgo County - Urban County Program as indicated in Section VI.

- 3.1 Services of a Resident Project Representative, and other field personnel as required, for on-the-site observations of construction, other than periodic visits covered in Section 2.3a herein.
- 3.2 Detailed mill, shop and/or laboratory inspection of materials or equipment.
- 3.3 Major revision of Contract drawings as distinguished from modifications due to change orders, modifications to reduce the cost of the project or modifications requested to meet federal, state, or local regulations.

**SECTION IV
REIMBURSABLE EXPENSES**

- 4.1 Travel and subsistence required for the Engineer and authorized by the Hidalgo County - Urban County Program to points other than within the County and Project site.
- 4.2 Additional copies of reports and specifications over six (6) copies and additional prints of drawings over six (6) copies.
- 4.3 Reimbursable expenses as provided in Section IV herein shall be paid to the Engineer on the basis of 1.1 times the Engineers actual cost.

SECTION V
THE HIDALGO COUNTY - URBAN COUNTY PROGRAM'S RESPONSIBILITIES

The Hidalgo County - Urban County Program will:

- 5.1 Provide full information as to requirements for the Project.
- 5.2 Assist the Engineer by providing all available information pertinent to the Project including reports and any other data relative to design and construction of the Project.
- 5.3 Furnish the Engineer services or data as required such as appropriate professional interpretations of all of the foregoing; property, boundary, easement, right-of-way, zoning, and deed restrictions; all of which the Engineer may rely upon in performing his services under this agreement.
- 5.4 Guarantee access to and make all provisions for the Engineer to enter upon public and private property as required for the Engineer to perform his services under this Agreement.
- 5.5 Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the Engineer.
- 5.6 Pay for all costs incident to advertising and obtaining bids or proposals from Contractors.
- 5.7 Provide such legal and accounting services required to discharge the Hidalgo County - Urban County Program's responsibility under the terms of this Agreement and any Agreement with any governmental agency as may be required for the project, and such auditing services as the Hidalgo County - Urban County Program may require to ascertain how or for what the purpose any Contractor has used the monies paid to him under the construction contract.
- 5.8 Give prompt written notice to the Engineer whenever the Hidalgo County - Urban County Program observes or otherwise becomes aware of any defect in the Project.

SECTION VI
PAYMENTS TO THE ENGINEER

The Hidalgo County - Urban County Program agrees to pay the Engineer for completed services as identified by the Hidalgo County - Urban County Program:

- 6.1 The Engineer shall be paid a total fixed amount of **\$2,950.00** for services rendered under this contract. Payment shall be based on request for reimbursements with documentation requested by the Hidalgo County - Urban County Program. The Engineer's fee shall be due and payable as outlined in Sections 6.2, 6.3, and 6.4 as follows.
- 6.2 At Engineer's completion and Hidalgo County - Urban County Program's approval of the Engineer's services under the Preliminary Phase, Section II of this Agreement, Hidalgo County - Urban County Program shall pay a maximum of 15% of the sum set forth in Section 6.1 above.

- 6.3.1 At Engineer's completion and Hidalgo County - Urban County Program approval of the Engineer's services under the Design Phase, Section II of this Agreement, Hidalgo County - Urban County Program shall pay a maximum of 60% of the sum set forth in Section 6.1 above.
- 6.4 At Engineer's completion and Hidalgo County - Urban County Program approval of the Engineer's services under the Construction Phase, Section II of this Agreement, Hidalgo County - Urban County Program shall pay a maximum of 25% of the sum set forth in Section 6.1 above. Such sum to be paid periodically proportionately to the percentage of construction completed by the Contractor as determined by Engineer's reports.
- 6.5 For Additional Services as provided in Section III herein the Engineer shall be paid a sum of 1.1 times the Engineer's actual cost for such services.

SECTION VII OWNERSHIP OF DOCUMENTS

Original documents, plans, designs and survey notes developed in connection with services performed hereunder belong to, and remain the property of the Hidalgo County - Urban County Program, in consideration of which it is mutually agreed that the Hidalgo County - Urban County Program will use them solely in connection with the Project and as base material for possible future projects.

SECTION VIII TERMINATION

The Hidalgo County - Urban County Program may terminate this Agreement at any time by a 30-day notice in writing to the Engineer. Upon receipt of such notice, the Engineer shall, unless the notice directs otherwise immediately discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. As soon as practical after receipt of notice of termination, the Engineer shall submit a statement showing in detail the actual services that were performed under this Agreement to date of termination, the date such services were performed and the length of time spent by each person or Hidalgo County - Urban County Program engaged in performing such services on each day,

The Hidalgo County - Urban County Program shall pay the Engineer a sum of money equal to the reasonable value of the service rendered by the Engineer to the Hidalgo County - Urban County Program in connection with the services performed under this Contract, less payments previously made by the Hidalgo County - Urban County Program to Engineer on work performed and expenses incurred by Engineer under the provisions of this Contract. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement shall be delivered to the Hidalgo County - Urban County Program when and if this Agreement is terminated, but subject to the restrictions as to their use, as set forth above.

Notwithstanding the above, the Engineer shall not be relieved of liability to the Hidalgo County - Urban County Program for damages sustained by the Hidalgo County - Urban County Program arising from Engineer's negligent acts, errors or omissions related to Engineer's obligations created under this Agreement.

**SECTION IX
COUNTY AND CITY OFFICIALS**

Engineer agrees that no County or City official or Hidalgo County - Urban County Program employee shall be personally liable for any of the obligation created under this Agreement, or for any matter which may arise out of the Project, or any activities related thereto and hereby holds the Hidalgo County - Urban County Program, its political bodies and its employees harmless from and indemnifies them from any liability from any matter arising from Engineer's negligent acts, errors or omissions related to Engineer's obligations created under this Agreement.

**SECTION X
SUCCESSORS AND ASSIGNS**

Hidalgo County - Urban County Program and Engineer each binds themselves, their partners, successors, executors, administrators, and assigns to the other Hidalgo County - Urban County Program of Agreement in respect to all covenants of this Agreement. Neither the Hidalgo County - Urban County Program nor Engineer shall assign, sublet, or transfer interest in this Agreement without the written consent of the other.

**SECTION XI
TIME OF PERFORMANCE**

The Engineer contracts and agrees to commence work within ten (10) days from the date of written authorization to proceed and will complete the preparation of the preliminary phase and estimates by 90 days and will proceed upon authorization with final drawings, specifications, and contracts documents and complete same within the earliest practical time from such notice to proceed.

**SECTION XII
VENUE**

Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Contract shall lie exclusively in Hidalgo County, Texas.

**SECTION XIII
CHANGES**

The Hidalgo County - Urban County Program may, from time to time, request changes in the Scope of Services of the Engineer as may be mutually agreed to be performed hereunder. Such changes, including any increase or decrease in the amount of the Engineer's compensation, which are mutually agreed upon by and between the Hidalgo County - Urban County Program and the Engineer shall be incorporated in written amendments to the Contract.

**SECTION XIV
COMPLIANCE WITH LOCAL LAWS**

The Engineer shall comply with all applicable laws, ordinances, and codes of the State and local governments, and the Engineer shall save the Hidalgo County - Urban County Program harmless with respect to any damages arising

from any Engineer negligence done in performing any of the work embraced by this Contract.

SECTION XV ASSIGNABILITY

The Engineer shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the Hidalgo County - Urban County Program thereof; provided however, that claims for money due or to become due to the Engineer from the Hidalgo County - Urban County Program under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Hidalgo County - Urban County Program.

SECTION XVI GENERAL

- 16.1 Audit. The Hidalgo County - Urban County Program and/or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the Engineer which are directly pertinent to this project for the purpose of making the audit, examination, excerpts, and transcriptions.
- 16.2 The Engineer agrees to compliance with the following Executive orders, Titles and Program Regulations, including any additional requirements that may be set forth by the Hidalgo County - Urban County Program.
- a. Title VI of the Civil Rights Act - requires that no one may be denied access to benefits from projects which receive federal assistance.
 - b. Section 109 of the Housing and Community Development Act of 1974 - Nondiscrimination related to benefits from projects funded specifically under Title I of the Act.
 - c. Section 3 of the HUD Act of 1968 - requires that maximum effort be made to provide employment, training, and business opportunities to low income families and/or residents of the project area.
 - d. The Engineer shall give the United States Department of Housing and Urban Development, the Inspector General, the Comptroller General of the United States, the Auditor of the State of Texas, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by Engineer pertaining to this Agreement. Such rights to access shall continue as long as the records are retained by Engineer. Engineer agrees to maintain such records in an accessible location for a period of three (3) years.
 - e. Executive Order 11246 (paragraph a-c for contracts under \$10,000; paragraphs a-g for contracts over \$10,000) - Equal Employment Opportunity.

Executive Order 11246. Executive Order 11246 and the regulations issued pursuant thereto (24 CFR Part 130) which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federal or federally assisted contracts. Such consultants or subcontractors shall take affirmative action to ensure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of

compensation and selection for training and apprenticeship.

Equal Employment Opportunity for Activities and Contracts not Subject to Executive Order 11246, as amended. In carrying out the program, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Engineer shall take affirmative action to ensure that applicants for employment are employed and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not limited to the following: Employment, upgrading, demotion, or transfer; recruitment or other forms of compensation; and selection for training, including apprenticeship. The Engineer shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this paragraph in all of its contracts for program work and will require all of its consultants for such work to incorporate such requirements in all subcontracts for program.

- 16.3 Interest of Certain Federal Officials: No member of or Delegate to the Congress of the United States and no Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.
- 16.4 Interest of Members, Officers, or Employees of Public Body, Member of Local Governing Body, or other Public Officials: No member, officer, or employee of the County or City, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure for one year thereafter, shall have any interest, direct or indirect, to be performed in connection with the program assisted under the Agreement. The Engineer shall incorporate or cause to be incorporated in all such interest pursuant to the purpose of this Section.

SECTION XVII INSURANCE

The Engineer shall obtain and keep in force during the term of its engagement on the Project, the insurance as follows:

- 17.1 A comprehensive automobile liability policy covering liability exposure to bodily injury and property damages. The Engineer shall furnish Hidalgo County - Urban County Program Certificates of Insurance showing the comprehensive automobile liability insurance policies to be in effect, commencing when Engineers commence operations under this Agreement, in the sum of \$300,000 for bodily injury and \$100,000 for property damages.
- 17.2 Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
- 17.3 A Five Hundred Thousand Dollar (\$500,000.00) Comprehensive General Liability Insurance Policy providing additional coverage to all underlying liabilities of County consistent with potential exposure of County under the Texas Tort Claims Act;
- 17.4 Workers Compensation Insurance in amount established by Texas law, under the bidder is specifically exempted from the Texas Worker's Compensation Act, Texas Labor Code Chapter 401, et. seq.

- 17.5 All insurance policies must be written by an insurance company or companies acceptable to the Hidalgo County - Urban County Program.

**SECTION XVIII
WARRANTY**

- 18.1 Engineer represents and warrants to Owner all services rendered to Owner under this Agreement shall, at a minimum, comply with the Texas Engineering Practices Act (Tex. Civ. St. Ann., Article 3271) and rules of the Texas Board of Professional Engineers.

**SECTION XIX
EFFECTIVE DATE**

The effective date of this contract shall be December 23, 2008. Such date being the date the County Commissioners' Court approved entering into contract with Engineer.

This Agreement is hereby approved this _____ day of _____, 20_____.

Signature: _____
Raul Palma, P.E. (Engineer)

Firm Name: Millennium Engineer's Group

Address: PO Box 4569
City/ST/ZIP: Edinburg, TX 78540

FED ID #/SS #: 74-2996684

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this the _____ day of _____, 20____,
by _____ of and on behalf of _____,
(title) (a corporation)(a partnership)(a sole proprietorship).

(seal)

Notary - Signature

County of Hidalgo Urban County Program:

Witness

Diana R. Serna, UCP Director

Exhibit “A”
(Scope of Services)

This part of the project consists of providing basic engineering services for preparation of plans for the layout of the proposed site grading and proposed handicap access from the street to the front house entrance. Services will include surveying services for boundary and topography surveys. The site is located at 10731 Hernandez Drive in San Carlos, Hidalgo, Texas.

Surveying for utility location, construction staking, acquisitions of easement or rights-of-ways and Geotechnical and Materials Testing if requested from the Engineer, will be considered additional services.

MILLENNIUM ENGINEERS GROUP, INC.

PO BOX 4569 – EDINBURG, TEXAS 78540 – TEL. 956-383-8522 – FAX 956-383-0295

December 16, 2008

Monica Leal
Hidalgo County – Urban County Program
1916 Tesoro Blvd.
Pharr, Texas 78577

Subject: Proposed 10731 Hernandez Drive
Civil Engineering Services
Site Grading and Handicap Access Plan
MEG Proposal No. 08-266

Dear Ms. Leal:

Millennium Engineers Group, Inc. (MEG) is pleased to submit this proposal for the subject project to Ms. Monica Leal (CLIENT) to offer our services in the following area(s):

- Civil Engineering Services

This master contract is general in nature and will cover the services requested by the CLIENT for the subject project. This agreement will remain in effect for the duration of the subject project.

The cost of services provided for the CLIENT's project is estimated on the information provided by Ms. Monica Leal via a telephone conversation. It is our understanding that the project site is located at 10731 Hernandez Drive in San Carlos, Hidalgo County, Texas. This part of the project consists of providing basic engineering services for preparation of plans for the layout of the proposed site grading and proposed handicap access from the street to the front house entrance. Services will include surveying services for boundary and topography surveys. The cost of services in this proposal for the project is based on developing the foundation design and total cost is for \$2,950.00. Our firm will invoice approximately 50% at the completion of our field operations and the remainder at the submission of our plans for construction.

Please provide any preliminary layouts, utility plans and other information pertinent to this project (dwg. format recommended). You may send electronic files to meg@megengineers.com. If you have any questions, please contact us at our office.

Upon your authorization we will begin immediately on the services you have requested.

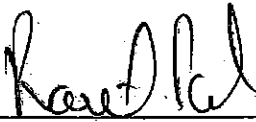
ACCEPTANCE

We appreciate the opportunity to submit this agreement and look forward to working with you on this project. Our professional services will be carried out in accordance with the scope of work that has been outlined.

Please return one signed copy of this master contract that provides written authorization for our firm to complete work on the services outlined herein. Our invoices are due and payable upon receipt at P.O. Box 4569, Edinburg, Texas 78540-4569.

Sincerely yours,

MILLENNIUM ENGINEERS GROUP, INC.



Raul Palma, P.E.
President

CLIENT:

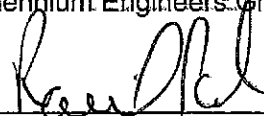
Hidalgo County
Urban County Programs

Authorized Representative

Date

ENGINEER:

Millennium Engineers Group, Inc.



Raul Palma, P.E.
President

12/16/08

Date

Attachments: MEG Proposal No. 08-266