



Proposal

Date	Proposal No.
5/10/2010	01-10-140

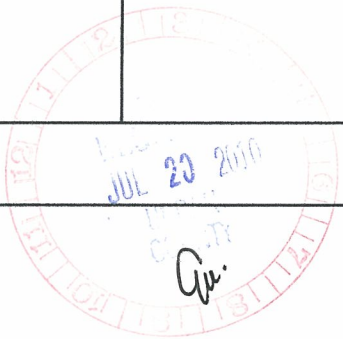
Millennium Engineers Group, Inc.
 PO Box 4569
 Edinburg, Texas 78540-4569

Name / Address
Hidalgo County Precinct 4 Commissioner Oscar Garza 1102 N. Doolittle Rd Edinburg, Texas 785418

Project Name
Dillion Road

Description	Qty	Cost	Total
Atterberg Limits	1	59.00	59.00
Sieve Analysis	1	50.00	50.00
Modified Proctor	1	185.00	185.00
Field Density (Soils)	54	22.00	1,188.00
Wet Ball Mill	1	175.00	175.00
Extraction, Grad. and % Asphalt	3	225.00	675.00
Engr. Technician (Soils)	26	40.00	1,040.00
Engr. Technician (Asphalt)	38	43.00	1,634.00
Engineer	5	125.00	625.00
Vehicle Charge	14	35.00	490.00
Clerical and Administration	10	40.00	400.00
Test Report	20	30.00	600.00
Project Management & Coordination	5	65.00	325.00

Total			\$7,446.00
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AUTHORIZATION FOR PROFESSIONAL SERVICES

PROJECT NAME: Dillion Road
PROPOSAL NUMBER: 01-10-140

CLIENT: Hidalgo County Precinct #4
Commissioner Oscar Garza
ADDRESS: 1051 N. Doolittle
Edinburg, Texas 78541

hereby requests and authorizes Millennium Engineers Group, Inc. to perform the following services:

SCOPE: Services to be performed by Millennium Engineers Group, Inc. to be as outlined and further described in "Attachment A – Scope of Services" attached, herewith and made a part of this authorization.

COMPENSATION: Compensation to be on a unit cost basis for each testing and/or inspection service. The unit cost for each testing and/or inspection item are identified in "Attachment B – Engineer's Fee Schedule". Compensation will be determined by the actual quantity of units of services rendered and applying the appropriate unit cost to determine the cost of services rendered. The actual cost for providing the subject services to this project will depend on the construction process. This may include such items as construction methods, construction sequence and scheduling and weather. If the general scope, extent or character of this authorization is increased materially through no fault of Millennium Engineers Group, Inc., the amount of compensation provided herein shall be subject to adjustment in accordance with Article 9 "Additional Services" of the attached PROVISIONS.

If technical or professional services are furnished by an outside source, an additional 15% shall be added to the cost of the services for Millennium Engineers Group, Inc.'s administrative costs.

Approved for Hidalgo County Precinct 4

Approved for **Millennium Engineers Group Inc.**

By: _____

By:  _____

Printed Name: _____

Raul Palma
President

Title: _____

Date: 07-15-10

Date: _____



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PROVISIONS

1. AUTHORIZATION TO PROCEED

Signing this form shall be construed as authorization by CLIENT for MILLENNIUM ENGINEERS GROUP, INC. to proceed with the work, unless otherwise provided for in the authorization.

2. TECHNICIAN SERVICES

MILLENNIUM ENGINEERS GROUP, INC. will charge overtime at the rate of 1.3 applicable for technician 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. Laboratory testing performed after normal work hours of 7 AM to 6 PM on Monday through Friday, Saturday, Sunday and Holidays will be billed the test rate plus applicable overtime hourly charges. Hours billed will be from our office at 705 Dawson Drive, Edinburg, Texas, portal to portal. Fractions of hours will be billed as whole hours.

3. PROJECT MANAGEMENT

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

4. OUTSIDE SERVICES

When technical or professional services are furnished by an outside source, when approved by CLIENT, an additional amount shall be added to the cost of these services for MILLENNIUM ENGINEERS GROUP, INC.'s administrative costs, as provided on the previous page of the authorization.

5. COST ESTIMATES

Any cost estimate provided by MILLENNIUM ENGINEERS GROUP, INC. will be on a basis of experience and judgement, but since it has no control over the construction process, construction methods, construction sequence, construction scheduling and weather conditions MILLENNIUM ENGINEERS GROUP, INC. cannot and does not warrant that actual costs for services performed will not vary from these cost estimates.

6. PROFESSIONAL STANDARDS

MILLENNIUM ENGINEERS GROUP, INC. shall be responsible, to the level of competency presently maintained by other practicing professional engineers in the same type of work in CLIENT's community, for the professional and technical soundness, accuracy, and adequacy of all design, drawings, specifications, and other work and materials furnished under this Authorization. MILLENNIUM ENGINEERS GROUP, INC. makes no other warranty, expressed or implied.

7. TERMINATION

Either CLIENT or MILLENNIUM ENGINEERS GROUP, INC. may terminate this authorization by giving 30 days' written notice to the other party. In such event CLIENT shall forthwith pay MILLENNIUM ENGINEERS GROUP, INC. in full for all work previously authorized and performed prior to effective date of termination. If no notice of termination is given, relationships and obligations created by this Authorization shall be terminated upon completion of all applicable requirements of this Authorization.

8. LEGAL EXPENSES

In the event legal action is brought by CLIENT or MILLENNIUM ENGINEERS GROUP, INC. against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the party such reasonable amounts for fees, costs and expenses as may be set by the court.



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9. PAYMENT TO MILLENNIUM ENGINEERS GROUP, INC. / INTEREST ON PAST DUE AMOUNTS

Monthly invoices will be issued by **MILLENNIUM ENGINEERS GROUP, INC.** for all work performed under the terms of this authorization. Invoices are due and payable on receipt. Interest at the rate of 1½% per month will be charged on all past-due amounts, unless not permitted by law. Any interest charged or collected in excess of the highest legal rate will be applied to the principal amount owing to MILLENNIUM ENGINEERS GROUP, INC., and if such interest exceeds the principal balance of CLIENT's indebtedness to MILLENNIUM ENGINEERS GROUP, INC. will be returned to the CLIENT. It is the intent of MILLENNIUM ENGINEERS GROUP, INC. and CLIENT to abide by all applicable laws regulating the maximum amount of interest, which may be charged. To the greatest extent allowed by applicable law, CLIENT and MILLENNIUM ENGINEERS GROUP, INC. agree that in the event CLIENT and MILLENNIUM ENGINEERS GROUP, INC. enter into any compromise or settlement calling for the payment of past due principal and accrued and unpaid interest on any past due invoice, MILLENNIUM ENGINEERS GROUP, INC. may charge and CLIENT agrees to pay interest on such combined past due principal and accrued and unpaid interest amount (the "New Principal Balance") at the rate of 1½% per month or the highest rate allowed by law, subject, as provided herein, to MILLENNIUM ENGINEERS GROUP, INC.'s agreement to credit excess interest or return same to CLIENT after the New Principal Balance is paid.

10. LIMITATION OF LIABILITY

MILLENNIUM ENGINEERS GROUP, INC.'s liability to the CLIENT for any cause or combination of causes is in the aggregate, limited to an amount no greater than the fee earned under this agreement.

11. ADDITIONAL SERVICES

Services in addition to those specified in Scope will be provided by MILLENNIUM ENGINEERS GROUP, INC. if authorized in writing by the CLIENT. Additional services will be paid for by the CLIENT as indicated in the Letter of Proposal, Task Authorization, or such other document as deemed appropriate by CLIENT and MILLENNIUM ENGINEERS GROUP, INC., and which is referenced under Compensation.

12. SALES TAX

In accordance with the State Sales Tax Codes, engineering services are non-taxable at the present time. If the State of Texas, at any time, changes the State Sales Tax Code and engineering services become taxable, the applicable sales tax will be included for the services rendered. Sales tax, if applicable, will be indicated on invoice statements.

13. TERMINATION FOR NON-PAYMENT OF FEES

MILLENNIUM ENGINEERS GROUP, INC. may terminate this contract by giving written notice if any MILLENNIUM ENGINEERS GROUP, INC. invoice remains unpaid for more than sixty (60) days. MILLENNIUM ENGINEERS GROUP, INC.'s right to terminate this contract shall not be waived by MILLENNIUM ENGINEERS GROUP, INC.'s continued performance during any period of investigation by MILLENNIUM ENGINEERS GROUP, INC. to determine the reasons for CLIENT's nonpayment.

In case any one or more of the provisions contained in this Authorization shall be held illegal, the enforceability of the remaining provisions contained herein shall not be impaired thereby.



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ATTACHMENT "A"

SCOPE OF SERVICES

This part of the project consists of providing basic engineering services for construction materials testing for Dillion Road located in Hidalgo County, Texas.

Environmental, Geotechnical Engineering and Inspection services if requested from the Engineer, will be considered additional services.

TASK I – Project Construction Materials Testing and Field Services

- A. Review of plans, specifications and other construction documents as provided by the client.
- B. Provide periodic project construction materials testing in the field as requested by the client and/or client's representative.

TASK II – Laboratory Testing and Report Preparation

- A. Provide laboratory testing of project construction materials as requested by the client and/or client's representative.
- B. Provide review of the project reports for compliance with project plans, specifications and other construction documents as provided by the client.
- C. Provide a copy of the project reports to the client. Fax or electronic copy of project reports will be provided to the client and/or client's designees when requested by client.

ADDITIONAL SERVICES

Any items requested by the Owner that are not outlined in the above scope would be considered additional services and would be provided as requested and authorized by you. Millennium Engineers Group, Inc. can provide or obtain the following services but they are not included in the limited scope of this agreement. This is not an all-inclusive list of additional services and additional tasks may be added as deemed necessary on a project-by-project basis.

1. Environmental Services.
2. Geotechnical Engineering Services.
3. Site Evaluations for OSSF or Design of On-Site Sewage Facilities.
4. Construction Inspections or Resident Project Representative Services.
5. Special investigations.
6. Coordination and/or attendance of meetings, unless otherwise specified.
7. Court appearances, depositions, or any other involvement in litigation.



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FEE AND BILLING

Millennium Engineers Group, Inc. will accomplish the services described in Task I through Task II on the basis of a unit cost fee. Services rendered will be billed as defined in Attachment "B". Services will be billed as services are rendered and are due upon receipt. Additional services by Millennium Engineers Group, Inc. will be billed as defined in Attachment "B". Additional services provided by an outside source will be billed at invoice cost plus 15% for administration purposes. We anticipate basic service fees for project to be as budgeted below:

Expected Basic Engineering Services for Construction Materials Testing:	<u>\$ 7,446.00</u>
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Expected Total Fee:	\$ 7,446.00
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ATTACHMENT "B"

CONSTRUCTION MATERIALS ENGINEERING & TESTING SERVICES ENGINEER'S CONTRACT FEE SCHEDULE

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. Services will be rendered on an as needed basis and are dependent on the contractor's work schedule and progress. The overtime premium, required by the Fair Labor Standards Act for nonexempt classifications, will be charged for overtime hours worked because of the Client's requirements and its authorization. However, except for the overtime premium, the maximum charges shall not exceed the rates shown in this schedule.

Soils Testing Services

SERVICE DESCRIPTION	UNIT	UNIT FEE
Atterberg Limits	Each	\$59.00
Sieve Analysis (4 Sieves)(Up to No. 40)	Each	\$50.00
Amount Passing No. 200 Sieve	Each	\$42.00
Moisture Density Relationship – ASTM D698 (Standard)	Each	\$175.00
Moisture Density Relationship – ASTM D1557 (Modified Proctor)	Each	\$185.00
Field Density (Soils)	Each	\$22.00
Depth/Thickness Determination	Each	\$6.00
Wet Ball Mill (Tex 116-E)	Each	\$175.00
Soil-Lime Testing	Each	\$275.00
Moisture Content (Large)	Each	\$35.00
Moisture Content (Small)	Each	\$8.00
Linear Shrinkage (Tex 107E)	Each	\$65.00
Resistivity of Soils (Tex 129E)	Each	\$85.00

Concrete/Masonry Testing Services

SERVICE DESCRIPTION	UNIT	UNIT FEE
Air Content of Fresh Concrete (Pressure Method)(In conjunction w/ inspection.)	Each	\$20.00
Normal Weight Concrete Compressive Strength (6"dia.x12" Cylinder)(ASTM C39 & C617, TxDOT 418A)(Delivered to Lab)(Min. of 4)	Each	\$16.00
Normal Weight Concrete Flexure Strength (6"x6"x22")(ASTM C78 or Tex 448A)(Delivered to Lab)(Min. of 2)	Each	\$30.00
Saw Concrete Specimen Ends	Each	\$25.00
Mortar Prism (Compression)(Set of 4)	Each	\$20.00
Other Concrete Services	Each	By Quote



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Technician Inspection Services

	SERVICE DESCRIPTION	UNIT	UNIT FEE
	Engineering Technician (Sampling Subgrade, Base or Fill: Subgrade & Fill Embankment Observations; Material Preparation; Nuclear Density Testing, Etc.)(Min. 2 hrs)	Hour	\$40.00
	Asphalt or Concrete Engineering Technician (Asphaltic Paving Observation & Testing; Portland Cement Concrete, Etc.)(Min. 2 hrs)	Hour	\$43.00
	Senior Engineering Technician	Hour	\$48.00
	Engineering Specialist	Hour	\$65.00

Note: Overtime at the rate of 1.3 is applicable for technicians for services performed as outlined in the provisions of the authorization for this contract.

Engineering Services

	SERVICE DESCRIPTION	UNIT	UNIT FEE
	Principal Engineer	Hour	\$125.00
	Engineer	Hour	\$95.00

Coordination, Administrative and Other Services

	SERVICE DESCRIPTION	UNIT	UNIT FEE
	Outside Consulting, Other Services or Supplies	Lump Sum	By Quote or Cost Plus 15%
	Vehicle Trip Charge (within 30 miles of Edinburg Office) Subject to Change due to Changes in Fuel Cost	Trip	\$35.00
	Vehicle Trip Charge (Outside 25 miles of Edinburg Office)	Mile	\$0.60
	Project Management and Coordination	Hour	\$65.00



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