

HIDALGO COUNTY
Professional Construction Material Testing Laboratory
Services
Agreement # C-13-243-08-27

WORK AUTHORIZATION NO. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **Millennium Engineers Group, Inc.**, professional Laboratory's of Edinburg, Texas, hereinafter called "**Laboratory**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Laboratory** to provide

Construction Materials Engineering and Testing Services for the Mile 16 Road Improvements (FM 88 to Mile 4 Road) project.

The scope of services to be provided by the **Owner** is identified in **EXHIBIT "A" – Scope of Services to be Provided by the Owner** attached hereto.

The scope of services to be provided by the **Engineer** is identified in **EXHIBIT "B" – Scope of Services to be Provided by the Laboratory** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is **\$9,766.25**
This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D"**.

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Article/Part/Section 3** of the Agreement.

PART 4. FUNDING

This Work Authorization No. **1** shall be funded through funding source:
Account No. 4-1303-431-00-121-110-0-731
Requisition Number 260205 (MUST BE INCLUDED AFTER CC APPROVAL)

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate **upon completion of scopes of the work authorization.**

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by **Hidalgo County Precinct No. 1**, Commissioner, A.C. Cuellar, Jr., as to content and detail of this **Work Authorization No. 1**

**HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 1:**

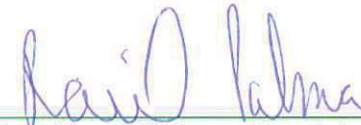
BY: 

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of ____ day of _____, 2014.

**THE LABORATORY:
MILLENNIUM ENGINEERS GROUP, INC.**

**THE OWNER:
HIDALGO COUNTY**


By: Raul Palma, President

By: Ramon Garcia, County Judge

ATTEST:

By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

- EXHIBIT "A" - Services to be Provided by the Owner
- EXHIBIT "B" - Services to be Provided by the Laboratory
- EXHIBIT "C" - Work Schedule
- EXHIBIT "D" - Cost Proposal

EXHIBIT A

-Scope of Services to be provided by the 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

-Scope of Services to be provided by the 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 Hidalgo County Precinct No. 1 Projects, "ON A AS NEEDED BASIS" and 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 the 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 specification 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 recommendations for the design, construction and maintenance projects.
- (6) Provide assistance to the OWNER in providing pavement condition studies.
- (7) Furnish the OWNER all necessary reports for preliminary design, design, 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 projects 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 inspection 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 of 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 device of accuracy traceable to the National Institute of 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 the 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

Work Schedule

Millennium Engineers Group, Inc. will go out to site on an as-needed basis to perform testing services. Services will be provided as requested by project personnel. A 24-hour notice will be required from project personnel.

EXHIBIT D

“Proposal”



SOILS

Task	Qty.	Unit Rate	Estimated Cost
Field testing & observation (hourly)	28	41.00	1,148.00
Standard Proctor (each)	4	175.00	700.00
Atterberg Limits (each)	4	61.00	244.00
Nuclear Density tests (each)	24	22.00	528.00
Vehicle trips (each)	11	37.00	407.00
Sieve Analysis (each)	2	55.00	110.00
Wet Ball Mill (each)	2	185.00	370.00
Sub-Total (Soils)			3,507.00

CONCRETE

Task	Qty.	Unit Rate	Estimated Cost
Concrete testing & sample pickup (hourly)			
Compressive Strength Tests (each)			
Vehicle trips (each)			
Air Content (each)			
Sub-Total (Concrete)			

MASONRY

Task	Qty.	Unit Rate	Estimated Cost
Masonry testing & observation (hourly)			
Mortar compressive strength tests (each)			
Grout compressive strength tests (each)			
Vehicle Trips (each)			
Sub-Total (Masonry)			

STRUCTURAL STEEL

Task	Qty.	Unit Rate	Estimated Cost
Certified Welding Inspection (hourly)			
Vehicle Trips (each)			
Sub-Total (Structural)			

ASPHALT

Task	Qty.	Unit Rate	Estimated Cost
Asphalt testing & observation (hourly)	24	44.00	1,056.00
Extraction & Gradation, percent asphalt (each)	4	225.00	900.00
Theoretical maximum specific gravity of mixtures (each)	4	60.00	240.00
Lab Density (each)	4	65.00	260.00
Nuclear Density Tests (each)	12	22.00	264.00
Coring Rig (each)	2	75.00	150.00
Asphalt Cores (each)	8	60.00	480.00
Asphalt Core Density (each)	8	40.00	320.00
Vehicle trips (each)	6	37.00	222.00
Sub-Total (Asphalt)			3,892.00

PROJECT MANAGEMENT AND ADMINISTRATION

Task	Qty.	Unit Rate	Estimated Cost
Test Report (each)	17	30.00	510.00
Project Engineer (hourly)	8.5	105.00	892.50
Project Management (hourly)	4.25	67.00	284.75
Clerical (hourly)	17	40.00	680.00
Sub-Total (Mgmt. & Admin.)			2,367.25

Total Estimated Cost

\$9,766.25

The following assumptions were used in preparing the proposal:

- MEG's proposal is dependent on the duration of construction days and additional compensation may be required if the construction sequence is slower or faster than typical construction.
- MEG's proposal is dependent on the construction sequence that is used by the General Contractor. Estimated quantities herein are based on the most efficient scheduling the General Contractor can use to combine our services when applicable. Standby time, weather, and cancellations have not been factored into the proposal.
- The Contractors on the site will work a single shift, on a 5 days per week schedule.
- Construction Material Testing Services will be scheduled with 24 hours notice.
- Services provided outside of regular business hours as outlined in the Provisions section of this proposal, or services provided on Saturday, Sunday, or Holidays will be invoiced at 1.3 times the applicable unit rate.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/09/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Sergio Rodriguez
5121 S Jackson Rd
Edinburg, TX 78539

CONTACT NAME: Sergio Rodriguez
PHONE (A/C No, Ext): 956-687-5566 FAX (A/C, No): 888-391-5886
E-MAIL ADDRESS: sriasergio@gmail.com

INSURED
Millennium Engineer's Group, Inc
5804 N Gunwood
Pharr, TX 78577

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	CNA-American Casualty Co Of Reading, PA	20427
INSURER B:	Hartford Underwriters Insurance Company	30104
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR YVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ. <input type="checkbox"/> LOC OTHER:	X	X	2066374566	11/22/2013	11/22/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	X	X	3003921289	07/02/2014	11/22/2014	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	72-WEG GY 880	10/16/2013	10/16/2014	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101; Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is also Additional Insured and Waiver of Subrogation applies in this event.
Should any of the above described policies be cancelled before the expiration date a 30 day notice will be delivered.

CERTIFICATE HOLDER

Hidalgo County
2812 S. Business 281
Edinburg, Texas 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/28/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Fenner & Esler 467 Kinderkamack Road P. O. Box 60 Oradell NJ 07649-0060	CONTACT NAME: Timothy Esler PHONE (A/C, No, Ext): (201) 262-1200		FAX (A/C, No): (201) 262-7810	
	E-MAIL ADDRESS:			
INSURED Millennium Engineers Group, Inc. 705 Dawson Drive PO Box 4569 Edinburg TX 78539	INSURER(S) AFFORDING COVERAGE		NAIC #	
	INSURER A: Continental Casualty Company		20443-	
	INSURER B:			
	INSURER C:			
	INSURER D:			
	INSURER E:			

COVERAGES **CERTIFICATE NUMBER** Master 13-14 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	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) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS 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	Professional Liability			MCH28 836 48 72	12/12/2013	12/12/2014	Per Claim Limit \$1,000,000 Annual Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER **CANCELLATION**

Hidalgo County 2812 S. Business 281 Edinburg, Texas 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Timothy Esler/DEBBIE
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