

HIDALGO COUNTY UCP
Professional Construction Material Testing Services

WORK AUTHORIZATION NO. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 1 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Hidalgo County Urban County Program**, hereinafter called the “**Owner**,” and, **Millennium Engineers Group, Inc.**, professional engineers of **McAllen**, Texas, hereinafter called “**Engineer**”.

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide **Professional Construction Material Testing Services for the 2023-2024 Progreso Street Improvement (Alyssa Subdivision) Project.**

The scope of services to be provided by the **Owner** is identified in ***ATTACHMENT “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 ***ATTACHMENT “B” – Scope of Services to be Provided by the Engineer*** attached hereto.

PART 2. CONTRACT AMOUNT

The estimated cost for services under this Work Authorization is \$ **27,591.85**. This amount is based upon the costs outlined in the **Contract Amount** attached hereto as **ATTACHMENT “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 4** of the Agreement.

PART 4. FUNDING

This Work Authorization No. **1** shall be funded through funding source:

Account No. _____

Requisition/Purchase Order Number _____ (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 within the contract limits of two (2) years from approval of contract.**

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 Urban County Program**, as to content and detail of this **Work Authorization No. 1**.

**HIDALGO COUNTY
URBAN COUNTY PROGRAM**

BY: _____
Joel Rivera Ph.D., UCP Director

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on **March 4 2025** as indicated below and effective as of 4 day of March , 2025.

THE ENGINEER:
Millennium Engineers Group, Inc.

THE OWNER:
HIDALGO COUNTY

By: **Andres Palma, P.E.**

By: **Richard F. Cortez, County Judge**

ATTEST:

BY: _____
Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

- ATTACHMENT "A" - Service to be provided by the Owner
- ATTACHMENT "B" - Services to be provided by the Engineer
- ATTACHMENT "C" - Work Schedule
- ATTACHMENT "D" - Contract Amount

Attachment "A"

Scope of Services to be Provided by the "Owner"

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

General:

The Owner will provide to the Surveyor the following:

- 1) Provide the authorization to proceed with services through coordinator with the project consulting and design Surveyor.
- 2) Payment for work performed by the Surveyor and accepted by the Owner in accordance with Article 3 of this Agreement.
- 3) Assistance to the Surveyor, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Surveyor cannot easily obtain.
- 4) Provide any available relevant data the Owner may have on file concerning the project.
- 5) Provide timely review and decisions in response to the Surveyor's request for information and/or required submittals and deliverables, in order for the Surveyor 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 Surveyor.
- 7) Provide authorization to proceed with services on project by project basis through consulting design and construction Surveyor.

ATTACHMENT "B"

-Scope of Services to be provided by the Engineer

The following provides an outline of the services to be provided by the Engineer in the development of the Project.

The ENGINEER will evaluate and design the Paving and Drainage Improvements as follows:

Review existing conditions to develop the design criteria;

- Conduct field surveys to obtain information on existing conditions and topography on proposed paving and drainage improvements;
- Identify alignments and right of ways of proposed paving and drainage improvements;
- Develop plan and profile sheets for proposed paving and drainage improvements;
- Prepare plans and specifications for the improvements;
- Assist in bidding of the improvements;
- Provide construction staking and periodic inspection services during the construction phase of the improvements.

Attachment "B"



February 20, 2025

Eloisa Peña
Hidalgo County
UCP Coordinator II
1916 Tesoro St.
Pharr, Texas 78577
956-787-8127 ext. 2235

Subject: **Construction Materials Testing Services**
2023 Progreso Street Improvements (Alyssa Subdivision)
Progreso, Texas.
MEG Proposal No. 01-25-141M

Dear Ms. Peña,

Millennium Engineers Group, Inc. (MEG) is pleased to submit this proposal for the subject project to offer our services for Construction Materials Testing as outlined below. This proposal, our proposed scope of services, and the estimated item quantities are based upon the project information provided to us by the CLIENT and/or authorized representative.

The estimated cost for services on this project is **\$27,591.85**

The estimate provided is preliminary in nature and is based on our understanding of the project information provided to us. The cost is estimated without an understanding of the general contractor's construction schedule, construction sequence, scheduling, and changes in weather. Since it is difficult to provide an overall cost estimate for testing as indicated, we have provided a schedule of fees based upon the hourly and unit prices for our services. If there is any change in the project requirements provided to us from those mentioned below, please notify us of the changes and the estimate can be revised accordingly.

We appreciate the opportunity of submitting this proposal and look forward to working with you on the construction phase of this project. If there is any questions regarding the proposed scope of work please contact us at (956) 702-8500. Upon your authorization we will begin immediately on the services that you have requested. Please complete the attached Project Information Sheet in order for us to timely setup the project, prepare testing reports, and process monthly invoices.

Sincerely,
MILLENNIUM ENGINEERS GROUP, INC.
TBPE Firm No. F-3913

Andres Palma, P.E.
President



PROJECT INFORMATION

We understand that the proposed plans are to construct the 2023 Progreso Street Improvements (Alyssa Subdivision) located in Progreso, Texas. **Our understanding is that our services will be needed for subgrade, backfill, flexible base, concrete testing and asphaltic concrete pavement inspection.** Our involvement in the project is anticipated to include providing field and/or laboratory construction materials observation and testing during the duration of the project.

SCOPE OF SERVICES

MEG will provide materials observation and testing services that are in general accordance with the project plans and specifications. The quantity of services required for construction materials testing during the construction phase of the project will be affected by the general contractors' scheduling, sequencing, progress, and performance. Therefore, our fee for construction material testing services will be based on the provided unit and hourly rates. MEG's anticipated scope of services is as follows:

- Laboratory evaluation of Soils
- Field density and moisture evaluation of Soils
- Field observations and testing of Concrete
- Field Observations of Reinforcing Steel
- Field observation of Steel Construction, including Bolting, Welding and Metal Decking
- Field observation and laboratory evaluation of Asphaltic Concrete Pavement used during Pavement Construction

Experienced inspectors and laboratory personnel will be provided for construction material testing services. All services will be performed under the direction of a Registered Professional Engineer in the State of Texas. Field testing and laboratory reports will be processed on an on-call basis by personnel that have been authorized to schedule testing and observation by our CLIENT. All service reports will be transmitted electronically to the project distribution list as directed by our CLIENT on the Project Information Sheet. An original copy of the report will be sent on a monthly basis along with the project invoice.

PROJECT ESTIMATE

The fees presented in this proposal and outlined in the Unit Rate Sheet section are based on prompt payment for services. Late fees will be charged if payment is not received in accordance with the terms as outlined in the Provisions section of this proposal. The estimated fee for providing the above services on the project is as follows:

Construction Materials Testing Services
 MEG Proposal No.: 01-25-141M
 February 20, 2025



SOILS (19 trips for subgrade, backfill – Assumed 5' backfill) & paving

Task	Qty.	Unit Rate	Estimated Cost
Atterberg Limits (each)	8	\$80	\$640.00
Passing No. 200 Sieve	7	\$58	\$406.00
Gradation	1	\$85	\$85.00
Standard Proctor (each)	7	\$220	\$1,540.00
Wet ball	1	\$240	\$240.00
Nuclear density tests (each)	33	\$28	\$924.00
Field testing & observation (hourly)	79	\$90	\$7,110.00
Vehicle trips (each)	19	\$55	\$1,045.00
Sub-Total (Soils)			\$11,990.00

CONCRETE (3 concrete pours at pavement, sidewalk & curb)

Task	Qty.	Unit Rate	Estimated Cost
Air Content (each)	3	\$25	\$75.00
Compressive Strength Tests (each)	12	\$15	\$180.00
Concrete Inspection & Testing Technician (hourly)	30	\$90	\$2,700.00
Vehicle trip charge (each)	6	\$55	\$330.00
Sub-Total (Concrete)			\$3,285.00

ASPHALT (3 trips for asphalt coring and densities at pavement)

Task	Qty.	Unit Rate	Estimated Cost
Coring Rig (Each)	1	\$95	\$95.00
Extraction of Bituminous Mixture, Percent Asphalt & Gradation (each test)	2	\$250	\$500.00
Asphalt Cores (Each)	7	\$70	\$490.00
Theoretical Maximum Specific Gravity of Mixtures (each test)	2	\$60	\$120.00
Lab Density (each test)	2	\$90	\$180.00
Nuclear Density Test (asphalt) (each)	12	\$28	\$336.00
Asphalt Core Density (each)	7	\$70	\$490.00
Asphalt testing & observation (Hourly)	24	\$90	\$2,160.00
Vehicle trips (Each)	3	\$55	\$165.00
Sub-Total (Asphalt)			\$4,536.00

PROJECT MANAGEMENT AND ADMINISTRATION

Task	Qty.	Unit Rate	Estimated Cost
Project Management (hourly)	18.50	\$105	\$1,942.50
Project Engineer (hourly)	18.50	\$180	\$3,330.00
Report Prep. & Administration	1	\$2,508.35	\$2,508.35
Sub-Total (Mgmt. & Admin.)			\$7,780.85

Total Estimated Cost **\$27,591.85**

Construction Materials Testing Services
MEG Proposal No.: 01-25-141M
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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 1.5 times the applicable unit rate.
- Minimum three (3) hour charge for engineering technician per trip. Minimum three (3) density tests per trip.
- Upon request for services by owner, representative of owner, and/or construction team, MEG will assume that our proposal is authorized and will proceed with services, to not delay project. If these terms are not agreeable, please provide MEG written documentation prior to the request for services.
- When invoices need to be delivered to a third party for review, the client shall notify MEG of this request, prior to the request for services. If this is not disclosed before the request for services, MEG shall charge administrative time to prepare, send, and deliver to the third party.
- Unless otherwise notified, MEG assumes that the owner will be responsible for all of the project's invoices. If retests and/or cancellations are to be billed to another party, the owner shall notify MEG before the request for services. An administrative fee will incur with the separation of invoices.
- 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.



SCHEDULE

We request that our office be contacted at 956/702-8501 at least 24 hours prior to the time our services are needed to allow for scheduling. Calls for scheduling services will need to be made by 5pm of the previous day when service requests are needed. Cancellation of service requests will need to be made at least 2 hours before the scheduled service request time. Cancellation of services that are scheduled to be performed before 8am (early morning) will need to be made prior to 5pm of the previous day. Our services will be performed as directed by the CLIENT, at the rates presented herein.

The contractor is responsible for performing the work in accordance with the plans and specifications. Our testing & observations of the work does not relieve the contractor of their responsibility to perform the work properly and in accordance with industry standards. Prior to the start of construction and our services, we do request one (1) set of approved project plans and specifications with addendums when applicable. We also request the contact information of the general contractor so cancellations, re-testing, or additional testing when required because of the contractor can be billed to the contractor. The project information form and invoicing instructions form will need to be submitted to our office within 5 days of the authorization date. Failure to do so will require MEG to furnish additional administrative support for this project and will be subject to additional administrative charges as required. In addition, an on-site pre-construction meeting with all involved parties is highly recommended to our CLIENT to clearly specify the expectations, scope, and responsibilities of all involved parties.

GENERAL COMMENTS

This proposal may be executed by signing the Authorization for Professional Services and returning a copy to MEG. Project initiation and set up may be expedited by emailing or faxing a copy of the signed Authorization for Professional Services to (956) 702-4180. The terms, conditions, and limitations stated in the Provisions section and section of this proposal incorporated therein, shall constitute the exclusive terms and conditions and services to be performed for this project. This proposal is valid only if authorized within 60 days from the proposal date. Please contact our office if you have any questions or comments about the proposal that has been prepared for your project.

PLEASE SIGN THE FOLLOWING SHEET AND RETURN FOR AUTHORIZATION OF SERVICES AND PROJECT SETUP.

Construction Materials Testing Services
 MEG Proposal No.: 01-25-141M
 February 20, 2025



AUTHORIZATION FOR PROFESSIONAL SERVICES

Millennium Engineers Group, Inc. and CLIENT hereby agree to the terms and conditions of this proposal and have caused this agreement to be executed by their duly authorized officers and made effective as of the day and year of this agreement.

Client: **Hidalgo County**

Consultant: **Millennium Engineers Group, Inc.**

Signature: _____

Signature: 

Name/Title: _____

Name/Title: Andres Palma, P.E./President

Date: _____

Date: 02/20/2025

Please address invoices to:	Please address deliverables and notices to:
	Same as invoices: Yes / No, address to:
ATTN:	ATTN:

All service reports will be transmitted electronically to the project distribution list as directed by our CLIENT on the attached **Project Information Sheet**. The Authorization for Professional Services does not relieve the signatory party of their responsibility to pay invoices as stated due upon receipt. The authorization of this form does not relieve the signatory party of their responsibility to pay MEG and proceed with their payment to MEG with no obligations, commitments, payment and/or review by another responsible party. It is the responsibility of the CLIENT to discuss these terms with MEG prior to the execution of this proposal. This proposal may be executed by signing the **Authorization for Professional Services** and returning a copy to MEG. Project initiation and set up may be expedited by emailing a copy to (meg@megengineers.com) or faxing a copy of the signed Authorization for Professional Services to (956) 702-4180.

Please mail original copies to:
 Millennium Engineers Group, Inc., PO Box 4569, Edinburg, Texas 78540-4569.

PLEASE SIGN AND RETURN THIS SHEET FOR AUTHORIZATION OF SERVICES AND PROJECT SETUP.



MILLENNIUM ENGINEERS GROUP, INC., PROFESSIONAL SERVICES AGREEMENT PROVISIONS

1. **AUTHORIZATION TO PROCEED**
Signing this form shall be construed as authorization by CLIENT for MILLENNIUM ENGINEERS GROUP, INC. (MEG) to proceed with the work, unless otherwise provided for in the authorization.
2. **TECHNICIAN SERVICES**
MEG will charge overtime at the rate of 1.5 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 5804 N. Gumwood, Pharr, 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. **SCOPE OF SERVICES**
The scope of services is outlined in the Proposal, which along with these provisions, constitutes the agreement. "Services" meaning the specific analytical, testing, observation, or other service to be performed by MEG as set forth in MEG's proposal, CLIENT's acceptance thereof and these Provisions. The CLIENT has sole responsibility for determining whether the scope of MEG's services is adequate and sufficient based on the CLIENT's needs and budgetary constraints. The verbal or written ordering of services of MEG shall constitute acceptance of the terms of MEG's proposal and these Provisions, regardless of the terms of any subsequently issued document. MEG will perform all standard tests, inspections, and observations in general accordance with referenced standards and makes no representation regarding compliance with any other standards. MEG has no right or responsibility to approve, accept, reject, or stop work of any agent or the CLIENT. Any services not noted in this proposal are excluded from the scope of services.
5. **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 MEG's administrative costs, as provided on the previous page of the authorization.
6. **COST ESTIMATES**
Any cost estimate provided by MEG will be on a basis of experience and judgment, but since it has no control over the construction process, construction methods, construction sequence, construction scheduling and weather conditions MEG cannot and does not warrant that actual costs for services performed will not vary from these cost estimates.
7. **PROFESSIONAL STANDARDS**
MEG shall be responsible, to the level of competency presently maintained by other practicing professional engineers in the same type of work in the same locale and under similar circumstances at the time that the services are performed for the professional and technical soundness, accuracy, and adequacy of all design, drawings, specifications, and other work and materials furnished under this Authorization. Upon notice to MEG and by mutual agreement between the parties, MEG will without additional compensation, correct those services not meeting such a standard. MEG makes no other warranty, expressed or implied.
8. **TERMINATION**
Either CLIENT or MEG may terminate this authorization by giving 30 days' written notice to the other party. In such event CLIENT shall forthwith pay MEG 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.
9. **LEGAL EXPENSES**
In the event legal action is brought by CLIENT or MEG 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.
10. **PAYMENT TO MILLENNIUM ENGINEERS GROUP, INC. / INTEREST ON PAST DUE AMOUNTS**
Monthly invoices will be issued by MEG 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 MEG, and if such interest exceeds the principal balance of CLIENT's indebtedness to MEG will be returned to the CLIENT. It is the intent of MEG 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 MEG agree that in the event CLIENT and MEG enter into any compromise or settlement calling for the payment of past due principal and accrued and unpaid interest on any past due invoice, MEG 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 MEG's agreement to credit excess interest or return same to CLIENT after the New Principal Balance is paid.
11. **LIMITATION OF LIABILITY**
MEG's total cumulative liability to the CLIENT of MEG, its sub consultants and subcontractors, and all of their respective shareholders, directors, officers, employees and agents (collectively "MEG Entities") arising from services under this agreement, including attorney's fees due under this agreement, will not exceed the gross compensation received by MEG under this agreement or \$138,000.00, whichever is greater. This limitation applies to all lawsuits, claims or actions that allege errors and omissions in MEG's services, whether alleged to arise in tort, contract, warranty or other legal theory.
12. **ADDITIONAL SERVICES**
Services in addition to those specified in Scope will be provided by MEG 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 MEG, and which is referenced under Compensation.



- 13. 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.
- 14. TERMINATION FOR NON-PAYMENT OF FEES**
MEG may terminate this contract by giving written notice if any MEG invoice remains unpaid for more than sixty (60) days. MEG's right to terminate this contract shall not be waived by MEG's continued performance during any period of investigation by MEG to determine the reasons for CLIENT's nonpayment.
- 15. INDEMNIFICATION**
The CLIENT agrees to the fullest extent permitted by law, to indemnify and hold harmless MEG, its officers, directors, employees and subconsultants against all damages, liabilities or costs including reasonable attorney's fees and defense costs, to the extent caused by the CLIENT's negligent acts in connection with the project and the acts of its representatives, contractors, subcontractors, or consultants or anyone for whom the CLIENT is legally liable. MEG agrees to the fullest extent permitted by law, to indemnify and hold harmless the CLIENT, its officers, directors, employees and subconsultants against all damages, liabilities or costs including reasonable attorney's fees and defense costs, to the extent caused by MEG's negligent acts in connection with the project and the acts of its representatives, contractors, subcontractors, or consultants or anyone for whom MEG is legally liable. Neither MEG nor the CLIENT shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.
- 16. DELAYS AND FORCE MAJEURE**
If site or other conditions prevent or inhibit performance of Services or if unrevealed hazardous materials or conditions are encountered, Services under this Authorization may be delayed. CLIENT shall not hold MEG responsible for damages or delays in performance caused by acts or omissions of CLIENT, its subcontractors, governmental authorities, regulatory agencies, civil or labor unrest, acts of God, nature, or terror, disruptions of the internet, MEG's electronic telecommunications or hosting services or any other events that are beyond the reasonable control of MEG. In the event of such delays, the contract completion date shall be extended accordingly and the CLIENT shall pay MEG for Services performed to the delay commencement date plus reasonable delay charges. Delay charges shall include personnel and equipment rescheduling and/or reassignment adjustments and all other related costs incurred including but not limited to, labor and material escalation, and extended overhead costs, attributable to such delays.
- 17. DATA AND INFORMATION**
CLIENT shall provide MEG all reports, data, studies, plans, specifications, documents and other information which are relevant to the Services. MEG shall be entitled to rely upon the Project Information provided by the CLIENT or others and MEG assumes no responsibility or liability for the accuracy or completeness of such. CLIENT waives any claim against MEG, and agrees to defend, indemnify and hold MEG harmless from any claim or liability for injury or loss allegedly arising from errors, omissions, or inaccuracies in the Project Information. MEG will not be responsible for any interpretations or recommendations generated or made by others, which are based, whole or in part, on MEG's data, interpretations or recommendations.
- 18. INTELLECTUAL PROPERTY**
MEG shall own all Intellectual Property associated with the Services and the MEG Products, together with any modifications, updates or enhancements to said Intellectual Property. MEG grants no right or license to such Intellectual Property to CLIENT except as expressly provided in this Agreement. CLIENT conveys to MEG any interest in any such Intellectual Property rights that notwithstanding or foregoing, would otherwise be deemed by law to vest in CLIENT.
- 19. INFORMATION MANAGEMENT**
CLIENT acknowledges that electronic media is susceptible to unauthorized modifications, deterioration, and incompatibility and therefore CLIENT cannot rely upon the electronic media versions of the Documents. In the event of any discrepancy, MEG's hardcopy shall prevail.
- 20. ON-SITE RESPONSIBILITIES AND RISKS**
Unless otherwise agreed, CLIENT will furnish right of entry and obtain permits as required for MEG to perform the fieldwork. MEG will take reasonable precautions to minimize damage to land and other property caused in MEG's operations, but MEG has not included in the fee the cost of restoration of damage that may occur. If CLIENT desires MEG to restore the site to its former conditions and if MEG agrees to do so, MEG will undertake the repairs and add the cost to the fee.
- 21. CONSTRUCTION OBSERVATION AND TESTING**
MEG does not guarantee the performance of, and shall have no responsibility for, the acts or omissions or health and safety procedures of any contractor, subcontractor, supplier, or any other entity furnishing materials or performing any work on the project. The CLIENT has not retained MEG to provide exhaustive or continuous project review and observation services. It is our understanding that testing will be scheduled by the CLIENT and MEG does not assume the responsibility for assuring all required tests are performed. The CLIENT understands that observation and testing are discrete sampling procedures, and that such procedures indicate conditions only found at the depth, location, and time the procedures were performed. The CLIENT understands that observation and testing are conducted to reduce and not eliminate project risk. The CLIENT agrees to the level or amount of testing performed and the associated risk. MEG shall not be responsible for the quality and completeness of CLIENT's contractor's work or their adherence to the project documents, and MEG's performance of testing and observation services shall not relieve the CLIENT's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee.

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.

Attachment "C"

Construction Materials Testing Services
MEG Proposal No.: 01-25-141M
February 20, 2025



SCHEDULE

We request that our office be contacted at 956/702-8501 at least 24 hours prior to the time our services are needed to allow for scheduling. Calls for scheduling services will need to be made by 5pm of the previous day when service requests are needed. Cancellation of service requests will need to be made at least 2 hours before the scheduled service request time. Cancellation of services that are scheduled to be performed before 8am (early morning) will need to be made prior to 5pm of the previous day. Our services will be performed as directed by the CLIENT, at the rates presented herein.

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GENERAL COMMENTS

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PLEASE SIGN THE FOLLOWING SHEET AND RETURN FOR AUTHORIZATION OF SERVICES AND PROJECT SETUP.

Attachment "D"



February 20, 2025

Eloisa Peña
Hidalgo County
UCP Coordinator II
1916 Tesoro St.
Pharr, Texas 78577
956-787-8127 ext. 2235

Subject: **Construction Materials Testing Services**
2023 Progreso Street Improvements (Alyssa Subdivision)
Progreso, Texas.
MEG Proposal No. 01-25-141M

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Sincerely,
MILLENNIUM ENGINEERS GROUP, INC.
TBPE Firm No. F-3913

Andres Palma, P.E.
President