

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES AGREEMENT
C-16-328-08-30

THIS AGREEMENT is made effective the **30th** day of **August, 2016** by and between **HIDALGO COUNTY, TEXAS**, ("County") and **Millennium Engineers Group, Inc.** of Mercedes, a Texas Corporation ("Engineer").

WITNESSETH:

WHEREAS, the County is vested with the responsibility of providing "**GEO TECHNICAL**" and "**Construction Material Testing / GEO Technical Services**" for (**Job Specific Projects**) - **FEMA-DR 4223 & 4245** within **Hidalgo County Precinct No. 1** (the "Services");

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

WHEREAS, pursuant to Texas Government Code Chapter 2254.002, (the "Texas Professional Services Procurement Act"), the County requested Statements of Qualifications (SOQ's) from a professional engineering to assist the County by providing the Services;

WHEREAS, from which "Professional Engineer" has been selected from the "Pool" of pre-qualified Engineers from response to the Request for Qualifications (RFQ), and

WHEREAS, County has selected the Engineer to provide the Services within **Hidalgo County Precinct No. 1**, in accordance to Exhibit "A-1" Request for Qualifications (RFQ) Procurement Packet.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Engineer do mutually agree as follows:

1. Scope of Services. The County will provide to Engineer the services described in Exhibit "A" attached hereto and entitled "Services to be performed by County." Engineer agrees to provide to County with the work described in Exhibit "B", "Services to be performed by the Engineer".

2. Non-Exclusive Services of Engineer. Hidalgo County reserves the right to request these services from other sources other than the Engineer and shall not be in violation of any terms or conditions of this Agreement.

3. Term. This Agreement is for a period of **one (1) year**, effective **August 30 2016**, and will expire **August 29, 2017** or (*upon completion of the scope of the work*) unless sooner terminated as provided herein. The Engineer will not begin to work or incur costs until authorized in writing by the County with each "Work Authorization" particularly described in Exhibit "D".

4. Compensation. The maximum amount payable under this Agreement shall not exceed the amount for each work authorization unless an amendment is executed as provided hereinafter. The Engineer shall submit periodic requests for payment within (30) thirty days after completion of each Work Authorization. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment for said Services in the customary manner provided for payments utilized by Hidalgo County, Texas. Engineer agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Agreement and to keep accurate books and records of all such receipts and/or expenditures. All payments to Engineer shall be mailed to the address shown in numbered paragraph 23 herein.

5. Inspection of Work. The County has the right at all reasonable times to inspect or otherwise evaluate the work performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Engineer, or of a subcontractor, the Engineer shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay their work.

6. Amendments. If it becomes necessary at any time during this Agreement to change the scope of Services, the Agreement period, the maximum amount payable, the complexity, or the character of this Agreement, an amendment shall be executed by use of a (Supplemental Agreement Form) more particularly described in Exhibit "E" within the agreement. The County retains the right to reject any such amendment proposed by the Engineer. Any such amendments shall be made in writing, agreed to by all parties hereto, and duly executed before the end of the Agreement as specified. If the County finds it necessary to require changes in completed work because of errors made by the Engineer, the County shall require the Engineer to correct the work at no cost to the County and without amendment to the Agreement. If the changes are made at the request of the County and are not due to errors of the Engineer, the County will reimburse the Engineer for the additional work at the same rate of pay established in Exhibit "C," "Engineering Rates." If payment for the additional work will cause the maximum amount payable under this Agreement to be exhausted, an amendment shall be proposed in accordance with all State procurement laws.

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

- a. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated and any County or, if Federal Funds are involved, Federal assistance needed to resolve the situation.
- b. Favorable developments or events which enable meeting time schedules and goals to be met sooner than anticipated or which are producing more work units than originally projected.

8. Ownership of Documents. Upon completion or termination of this Agreement, all documents prepared by the Engineer or furnished to the Engineer by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this Agreement shall be made available, upon request, to the County without restriction or limitation on their further use. The Engineer may, at its own expense, have copies made of the documents or any other data furnished to the County under this Agreement.

9. Suspension of Work. Should County desire to suspend the work under this Agreement, but not terminate this Agreement, the County shall provide thirty (30) calendar days verbal notification to Engineer, followed by written confirmation from the County to Engineer to that effect. The thirty-day notice may be waived as agreed in writing by both the County and Engineer to that effect. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the County to the Engineer. The sixty-day notice may be waived as agreed in writing by both the County and Engineer. If the County suspends the work, the Termination Date as identified above is not affected and this Agreement will terminate on the date specified.

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

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

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

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

Should it be determined that the progress in the production of the Engineer's Services and work does not satisfy the requirements of the approved Work Authorization as provided by Exhibit "D", attached hereto, the County shall review the approved Work Authorization with the Engineer to determine the corrective action needed by either the County or the Engineer.

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

- a.** problems, delays, adverse conditions which will materially affect the ability to attain Agreement objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of Project deliverables

by the Engineer within established time periods; this disclosure will be accompanied by a statement by the Engineer of recommended or immediate action taken, or contemplated, and any Owner or other agency or entity assistance needed to resolve the situation: and

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

11. Independent Contractor. Engineer must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the Services provided by Engineer under this Agreement. Notwithstanding the foregoing sentence, Engineer represents and maintains that it is an Independent Contractor and is not an employee of Hidalgo County, Texas or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Engineer agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

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

13. Voluntary Termination. County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days prior written notice to the Engineer.

14. Insurance. Engineer agrees to provide liability insurance covering its activities in providing the Services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies

Code, and shall furnish County a certificate issued by the insurer that such insurance is in full force and effect.

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

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

17. Conflict. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to Agreement, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them the legal requirements and only during the time such conflict exists.

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

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

20. Entire Agreement. This Agreement contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by County and Engineer, and not otherwise.

21. Venue. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

22. Hold Harmless. In the event Engineer should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Engineer shall hold harmless and indemnify County from any and all obligations, liabilities, cause of action, lawsuits, damages, and assessments, including legal fees, etc., that from the Engineer's intentional actions or negligence. This indemnification clause shall survive this Agreement and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

23. Attorney's Fees. In the unlikely event that a dispute occurs which is litigated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this Agreement, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

24. Notices. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in

writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by a registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County: County of Hidalgo
Attention: County Judge
100 East Cano, 2nd Floor
Edinburg, Texas 78539

If to Engineer: **Millennium Engineers Group, Inc.**
Attn: Raul Palma, P.E./President/Chief GTE
5804 North Gumwood
Pharr, Texas 78577

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addresses or, if mailed at such time as it is deposited in the United States mail.

25. Executions of Documents. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

26. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

27. Gender. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neutral gender, and the singular shall include the plural whenever and as often as may be appropriate.

28. Authority. The execution and performance of this Agreement by County and Engineer have been duly authorized by all necessary laws, resolutions or corporate action, and

this Agreement constitutes the valid and enforceable obligations of County and Engineer in accordance with its terms.

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

30. Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to the Engineer. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

31. Texas Law to Apply. This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas

32. Immunities. Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

EXECUTED as of the day and year first written above.

Approved by Commissioners' Court on: August 30, 2016.

COUNTY:
COUNTY OF HIDALGO, TEXAS

By: Ramon Garcia
Hon. Ramon Garcia, County Judge

APPROVED BY
COMMISSIONERS' COURT
ON: 8/30/16

ENGINEER:
MILLENNIUM ENGINEERS GROUP, INC.

By: Raul Palma

Printed Name Raul Palma

Title: P.E./President

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P.

By: Stephen L. Crain
Stephen L. Crain, Attorney

ATTEST:
By: Arturo Guajardo Jr.
Arturo Guajardo Jr., County Clerk



- ATTACHMENTS:**
- EXHIBIT A-1** -Request for Qualifications (RFQ) Procurement Packet
 - EXHIBIT A** -Scope of Services to be provided by the County
 - EXHIBIT B** -Scope of Services to be provided by the Engineer
 - EXHIBIT C** -Engineer's Rates
 - EXHIBIT D** -Work Authorization Form
 - EXHIBIT D-1** -Estimated Project Fee Schedule
 - EXHIBIT E** -Supplemental Agreement Form
 - EXHIBIT F** -Certificates of Insurance

EXHIBIT A-1

-Request for Qualifications (RFQ) Procurement Packet

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 Engineer 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

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 for (FEMA DR 4223 & 4245), **"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 devised 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
-Engineer Contract Rates



EXHIBIT "C"
ENGINEER'S CONTRACT FEE SCHEDULE

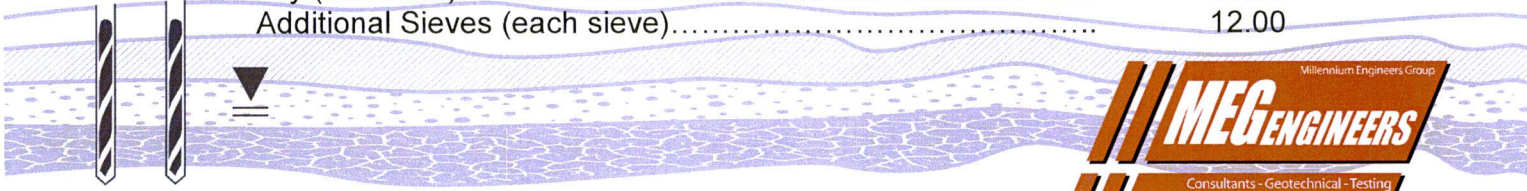
For the services to be provided by the ENGINEER the charge will be on the basis of the units and unit fee rates established in this schedule of tests, staff personnel services and additional services. The overtime premium, required by the Fair Labor Standards Act for nonexempt classifications, will be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

SOILS AND AGGREGATE SECTION

Table listing various soil and aggregate tests and their corresponding fees, such as Material Preparation Time (\$47.00), Atterberg Limits (70.00), Sieve Analysis (55.00-12.00), etc.

BITUMINOUS SECTION

Table listing bituminous tests and their corresponding fees, such as Material Preparation Time (\$52.00), Sieve Analysis for Fine and Coarse Aggregate (55.00-12.00), etc.





Sand Equivalent (each test)	75.00
Extraction & Gradation, Percent Asphalt (each test).....	250.00
Asphalt Cores (each core).....	60.00
Asphalt Core Density (each core).....	40.00
Thickness of Cores (each core).....	15.00
Theoretical Maximum Specific Gravity (each test)	60.00
Lab Density (each test).....	65.00
Effect of Water on Bituminous Paving Mixtures (each test)	75.00
Hveem Stability (each test).....	105.00
Coring Rig (per day).....	95.00
Asphaltic Concrete Design and Other Services	By Quote
Percent Passing No. 200 Sieve (per test).....	45.00
Molding Specimens (per set).....	60.00

CONCRETE SECTION

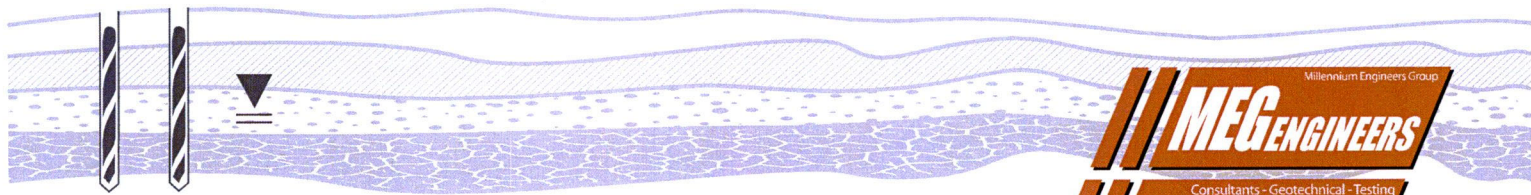
Material Preparation Time (per hour).....	\$52.00
Slump Test (In conjunction with Inspection)	
Slump Test (each test).....	20.00
Air Content of Fresh Concrete (In conjunction with Inspection)	
Pressure (each test).....	25.00
Volumetric (each test)	35.00
Concrete Cylinder Compressive Strength Test (each cylinder).....	16.00
Strip & Hold Cylinder (each cylinder).....	15.00
Concrete Beam Flexure Strength Test	
6x6x22 (each beam).....	40.00
Strip & Hold Beam (each beam).....	15.00
Concrete Cores By Circumference Area (Min. 100 sq. in.).....	2.00/sq. in.
Sawing of Concrete Cylinders or Cores (per end, per core).....	25.00
Thickness of Cores (each core).....	15.00
Coring Rig (per day).....	95.00
Portland Cement Concrete Design or other services	By Quote

MASONRY SECTION

Material Preparation Time (per hour).....	\$56.00
Grout Prism (each prism).....	24.00
Mortar Prism (each prism).....	24.00

SOIL EXPLORATION AND GEOTECHNICAL SERVICES

Drilled Borings	
In Soil, 0 – 50 feet (per foot).....	\$19.00
In Soil, 50 – 100 feet (per foot).....	22.50
In Rock	By Quote
Non-Conventional Drilling.....	By Quote
Standard Penetration Test (each test).....	12.00





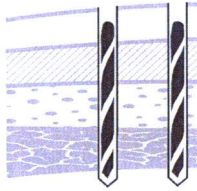
Texas Cone Penetration Test (each test).....	20.00
Shelby Tube Sampling (each test).....	20.00
Mobilization and Demobilization - In Rio Grande Valley (each trip)...	350.00
Mobilization and Demobilization - Outside Rio Grande Valley (each mile)	3.50/mile
Mobilization of Non-Conventional Drilling Equipment	By Quote
Trip Charge For Logger (each mile).....	0.80
Standby Time, Rig plus 2 man crew (per hour).....	200.00
Well Installation.....	By Quote
Technician To Log Soil Test Boring (per hour).....	54.00
Field Coordination	
Field Engineer (per hour).....	115.00
Utility Clearance (per hour).....	70.00
Flagman (per hour).....	47.00
Per Diem (If required)	Cost + 15%
Unconfined Compression (each test).....	45.00
Moisture Content (each test).....	13.00
Grout Backfill (per foot).....	5.00
Dozer/Clearing	Cost + 15%
Asphalt Pavement Coring (each core).....	100.00
Concrete/Asphalt Patch (per location).....	75.00

TECHNICIAN SERVICES

Soil Engineering Technician (per hour) (Min. 2 Hrs).....	\$47.00
Concrete Engineering Technician (per hour) (Min. 2 Hrs).....	52.00
Asphalt Engineering Technician (per hour) (Min. 2 Hrs).....	52.00
Masonry Engineering Technician (per hour) (Min. 2 Hrs).....	56.00
Senior Engineering Technician (per hour).....	56.00
Plant Inspection, Reinforcing Steel Inspection, Etc. (Min. 2 Hrs)	
Construction Inspection Engineering Technician Time (per hour).....	56.00
Plant Inspection, Reinforcing Steel Inspection, Etc. (Min. 2 Hrs)	
Engineering Specialist (per hour).....	70.00
Pier Inspection, Pile Load Inspections, Etc. (Min. 2 Hrs)	
Certified Welding Inspector (per hour) (Min. 4 Hrs).....	90.00

OTHER SERVICES

Vehicle Trip Charge (per trip) (within 25 miles of office).....	\$40.00
Vehicle Trip Charge (per mile) (beyond 25 miles of office).....	0.80
Other Testing Not Specified (Option 1)	Cost + 15%
Other Testing Not Specified (Option 2) (per hour).....	56.00
Other Services, Outside Services or Supplies.....	Cost + 15%
Test Reports (each report).....	30.00
Clerical/Administrative (per hour).....	50.00
Fax (per page).....	1.00
Photocopies	
8 1/2" x 11" (per page).....	0.12





8 1/2" x 14" (per page).....	0.15
11" x 17" (per page).....	0.20
Additional Insured (per request).....	200.00

PROFESSIONAL SERVICES

Principal Engineer (per hour).....	\$165.00
Project Engineer (per hour).....	125.00
Staff Engineer (per hour).....	110.00

PROJECT MANAGEMENT AND COORDINATION OF SERVICES PROVIDED

Applied to each invoice of net services provided	
Project Management (per hour).....	\$75.00

BASIC SERVICES AGREEMENT

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

Hours billed will be from our office at 5804 N. Gumwood, Pharr, Texas, port to port. Fractions of hours will be billed as whole hours. Technician hours will be billed a minimum of 2 hours.

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

Project management will be billed for report review, coordination and management of project personnel at a rate of one hour for every two reports.

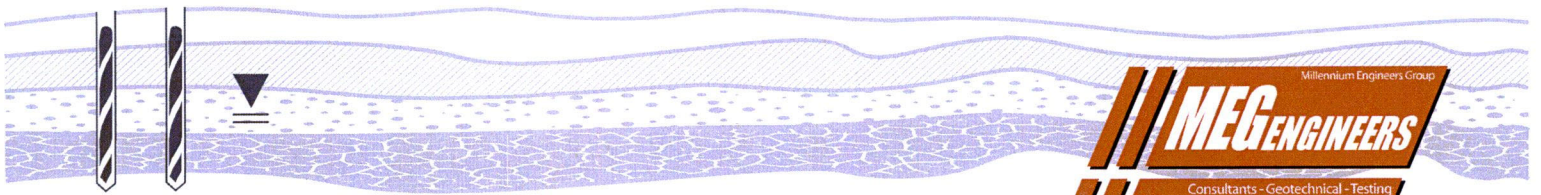


EXHIBIT D-1

Estimated Project Work Schedule

The Laboratory will go out to the project 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.

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**, as to content and detail of this **Work Authorization No. _____** .

**HIDALGO COUNTY
COMMISSIONER PRECINCT No. 1**

By: _____
Hon. A.C. Cuellar, Commissioner

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ (cc approval date) as indicated below and effective as of _____ day of _____, 201__.

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

**THE OWNER:
HIDALGO COUNTY**

By: _____
Raul Palma, P.E./President

By: _____
Ramon Garcia, County Judge

ATTEST:

By: _____
Arturo Guajardo Jr., County Clerk

EXHIBIT E

-Supplemental Agreement Form

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. _____
TO AGREEMENT FOR PROFESSIONAL
"CONSTRUCTION MATERIAL TESTING / GEO TECHNICAL SERVICES"

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of paragraph 5 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and _____, Professional Engineers of, _____, Texas, hereinafter called the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the ____ day of _____ **20**____ concerning Engineering for _____ hereinafter referred to as the ("**Project**"); and,

WHEREAS, Paragraph ____ of the **Agreement**, (paragraph title), establishes _____; and,

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

A. AGREEMENT

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

I. Paragraph ____ of the **Agreement**, (paragraph title), is revised to

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

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

THE ENGINEER:

BY: _____

Address for Giving Notices:

**THE OWNER:
HIDALGO COUNTY**

BY: _____

Ramon Garcia, County Judge

LIST OF ATTACHMENTS

(as required)

EXHIBIT F
-Certificates of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/17/2016

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 Fenner & Esler 467 Kinderkamack Road P. O. Box 60 Oradell NJ 07649-0060		CONTACT NAME: certs@fenner-esler.com PHONE (A/C, No, Ext): (201) 262-1200 FAX (A/C, No): (201) 262-7810 E-MAIL ADDRESS: jkosch@fenner-esler.com	
INSURED Millennium Engineers Group, Inc. PO Box 4569 Edinburg TX 78540		INSURER(S) AFFORDING COVERAGE INSURER A: Amer. Casualty Co./Reading, PA NAIC # 20427 INSURER B: Continental Casualty Company 20443 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER Master 15-16 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	ADDITIONAL SUBROGATION	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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	6011181339	11/22/2015	11/22/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 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) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTIONS 10,000		6011181387	11/22/2015	11/22/2016	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Professional & Pollution Incident Liability		MCH288364872	12/12/2015	12/12/2016	Per Claim Limit \$2,000,000 Aggregate Limit \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional Insured - Certificate Holder as respects general liability where required by written contract.

CERTIFICATE HOLDER Hidalgo County 2812 S. Highway Bus 281 Edinburg, Texas 78542	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 Timothy Esler/JEAN
---	--

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2016-105079

Date Filed:
08/26/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Millennium Engineers Group, Inc.
Edinburg, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County Precinct No. 1

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

C-16328-08-30
Geotechnical and Construction Material Testing/Geotechnical Services for Job Specific Projects-FEMA-DR 4223 & 4245

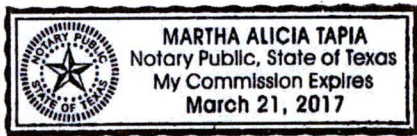
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Raul Palma

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Raul Palma, P.E., this the 26 day of August, 2016, to certify which, witness my hand and seal of office.

Martha A. Tapia
Signature of officer administering oath

Martha A. Tapia
Printed name of officer administering oath

Notary Public, State of Texas
Title of officer administering oath

1. Justice of the Peace (124ZV1)
2. County Clerk (129D6F)
3. District Attorney (1188F0)
4. Constable Precinct No. 1
5. Constable Precinct No. 3

B. Pct. 1

1. **AI-56104** A. Acceptance and approval of the following construction contract documents as awarded by Commissioner's Court on July 19, 2016 (AI-55407) and as reviewed and approved by Legal Counsel for:

Project Name	Contract No.	Awarded Contractor	Amount
Hidalgo County Precinct No. 1 - Paving and Drainage Improvements for Colonia Noreste Subdivision	C-16-260-07-19	2GS, LLC dba Earthworks Enterprise	\$544,727.65

B. Pursuant to TXLGC 262.031 and in the interest of expediting a project's progress, requesting authority/approval for the Precinct Commissioner or designee, Raul Lozano [unless otherwise announced], to execute change orders that involve...'an increase or decrease in cost of \$50,000.00 or LESS...'. The original contract price may not be decreased by 18% or more without the consent of the contractor.

✓ DRJ

2. AI-56107 Requesting approval of a "professional services agreement" #C-16-328-08-30 with Millennium Engineers Group, Inc. for the purposes of "Construction Material Testing / GEO Technical Services" for (job specific) FEMA-4223 & 4245 projects within Hidalgo County Precinct No. 1 (subject to compliance with HB1295 and/or HB23 when and if applicable).

APPROVED

3. **AI-56080** A. Acceptance and approval of the following listed construction contract documents as awarded by Commissioner's Court on August 9, 2016 (AI-55684) and as reviewed and approved by Legal Counsel for:

	Project Name	Contract No.	Awarded Contractor	Amount
1.	Hidalgo County Precinct No. 1 - Paving Improvements to: Goolie Rd.	C-16-277-08-09	RDH Site and Concrete, LLC	\$1,097,337.27



AGENDA
HIDALGO COUNTY
COMMISSIONERS COURT
MEETING
August 30, 2016
10:30 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a **SPECIAL MEETING** of the Commissioners Court will be held in the Commissioners Courtroom of the Administration Building, 100 E. Cano, 1st floor, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

1. **Roll Call**
2. **Pledge of Allegiance**
3. **Prayer**
4. **Approval of Consent Agenda**
5. **County Judge's Office:**
 - A. **AI-55828** Proclamation declaring September 10, 2016 as National Suicide Prevention Awareness Day in Hidalgo County.
6. **Health & Human Services Department:**
 - A. **AI-56019** Requesting approval to assist STARR County with public health event on September 28, 2016. Assistance will include use of mobile health clinic and Health & Human Services department staff.
 - B. **AI-55980** Discussion and consideration to draw down funds for MCO Pass Through Payment Pilot Program from the Local Provider Participation fund to be determined by HHSC instructions.
 - C. **Health Care Funding District:**

3. Approval of appropriation of funds for the Texas VINE Program in the amount of \$27,715.32
4. Discussion, consideration and action to enter into a Service Agreement Renewal between Appriss and Hidalgo County for the period of September 1, 2016 to August 31, 2017 in the amount of \$27,715.32 and authorization for County Judge to sign the required documents.

C. Budget Appropriations:

1. **AI-56067** Notes Payable (1401)
Approval of 2016 appropriation of funds in the amount of \$0.34 in relation to Other Debt Principal payment due.
2. **AI-56046** Pct 4 Rd. Maint. (1200):
 - A. Approval of certification of revenues as certified by the County Auditor for revenues received from the City of McAllen for the road improvements to Mile 5 Road(Taylor-Ware) and FM1925.
 - B. Approval of 2016 appropriation of funds into Pct 4 Rd. Maint. in the amount of \$103,231.00.

17.

Purchasing Department:

Notes:

- A. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.**
- B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).**

A. Hidalgo County

1. **AI-55869**
 - a. Requesting exemption from competitive procurement requirements under the Texas Local Government Code, Section 262.024(a)(7)(a) proprietary software in connection with On-line Research Services for Hidalgo County;
 - b. Requesting approval of agreement(s) if applicable for "On-line Research Services" with Lexis Nexis including but not limited to the following Hidalgo County department(s):