

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 2/16/21 and will expire 2/16/22 or 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.** As consideration for rendering the Services provided for in this Agreement, the County agrees to pay the Engineer the amounts specified in Exhibit "C" attached hereto payable against written invoice submitted by Engineer. 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 24 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 term, 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" attached to this 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 County 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. **INDEMNIFICATION.** Engineer shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Services by Engineer under this Contract. Said indemnity shall cover any intentional, negligent act or failure to act by the Engineer, its agents or employees. 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: **HIDALGO COUNTY URBAN COUNTY PROGRAM**
Attn: Patricio R. Avila, UCP Director
1916 Tesoro Street,
Pharr, Texas 78577

If to Engineer: **MILLENNIUM ENGINEERING GROUP, INC.**
Attn: Andres Palma P.E. Manager
5804 N. 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. 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.

32. Nondiscrimination: Engineer, including subcontractors, assignees and successors in interest, ensures that no person shall on the grounds of race, religion, color, national origin, sex, age, or disability, or any other protected class under law, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation in any federally or non-federally funded program or activity when providing any services described herein under this Contract. Applicable nondiscrimination statements and provisions of Title VI of the Civil Rights Act of 1964, as amended, were provided as part of the initial procurement packet and are incorporated herein and made part of this agreement for all purposes.

33. Additional Documents: The parties hereto covenant and agree that they will execute each 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.

34. Required Contract Provision for Contracts Subject to Federal Award (if applicable): Pursuant to 2 CFR 200.236, a non-federal entity's contracts must contain the applicable provisions

described in appendix II to 2 CFR 200-Contract Provisions for non-Federal Entity Contracts under Federal Awards. Additionally, County contracts under Federal award which are subject to assistance from the Federal Emergency Management Agency (FEMA) are also required to contain additional contract clauses. The applicable required contract clauses were provided as part of the initial procurement packet and are incorporated herein and made part of this agreement for all purposes.

35. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

[SIGNATURE PAGE TO FOLLOW]

EXECUTED as of the day and year first written above.

HIDALGO COUNTY

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

**ENGINEER:
MILLENNIUM ENGINEERING GROUP, INC.**

By: Andres Palma
Printed Name Andres Palma, P.E.
Title: Manager

ATTEST:

Arturo Guajardo Jr.
Arturo Guajardo Jr., County Clerk



APPROVED BY
COMMISSIONERS' COURT
ON: 2/16/21

Approved by Commissioners' Court on: 2-16-, 2021

APPROVED AS TO FORM:

Hidalgo County Office of the Criminal
District Attorney Ricardo Rodriguez, Jr.

By: Victor M. Garza
Victor M. Garza, Assistant District Attorney

ATTACHMENTS:

- 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 E** -Supplemental Agreement Form
- EXHIBIT F** -Certificates of Insurance

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 Engineer the following:

- 1) Provide the authorization to proceed with services through coordination with the project consulting and design Engineer.
- 2) Payment for work performed by the Engineer and accepted by the Owner in accordance with Article 3 of this Agreement.
- 3) Assistance to the Engineer, 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 Engineer's request for information and/or required submittals and deliverables, in order for the Engineer 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 Engineer.
- 7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Engineer.

Exhibit "B"

Services to be Provided by Laboratory

The services to be provided by the LABORATORY in providing Geotechnical Laboratory Services, Construction Materials Testing and Geo Technical Services for Hidalgo County Urban County Program, "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

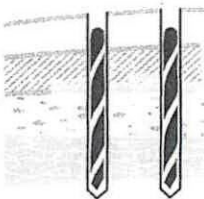
SOIL EXPLORATION AND GEOTECHNICAL SERVICES

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).....	50.00
Field Coordination	
Field Engineer (per hour).....	105.00
Utility Clearance (per hour).....	70.00
Flagman (per hour).....	40.00
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

ENGINEERING TECHNICIAN / INSPECTION SERVICES

Engineering Technician Time (min. 2 hrs.) (per hour).....	\$40.00
Soil and Aggregate Sampling, Density Testing, Material Prep., etc.	
Concrete or Asphalt Engineering Technician Time (min. 3 hrs.) (per hour).....	40.00
Site Testing on Concrete Pours, Asphalt Field Placement, etc.	
Senior Engineering Technician Time (min. 4 hrs.) (per hour).....	45.00
Drilled Pier Inspection, Plant Inspection, Reinforcing Steel Inspection, etc.	
Certified Welding Inspector (min. 4 hrs.) (per hour).....	85.00
Roofing and Framing Inspector (min. 4 hrs.)(per hour).....	85.00
Vehicle Trip Charge (within 25 miles of office) (per trip).....	30.00
Vehicle Trip Charge (within 60 miles and/or half day).....	40.00
Vehicle Trip Charge (per day).....	65.00
Vehicle Trip Charge (out of town)(per mile).....	0.65

Technician and Professional Services provided will be charged 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 of service 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 half hours.

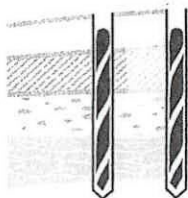


SOILS & AGGREGATE SECTION

Material Preparation Time (per hour).....	\$40.00
Atterberg Limits (ASTM or TxDOT) (each test).....	60.00
Sieve Analysis	
Dry through No. 40 (4 sieves) (each test).....	55.00
Additional Sieves (each sieve).....	6.00
Percent Passing No. 200 Sieve (each test).....	55.00
Moisture Density Relationship	
ASTM D 698 (Standard Proctor) (each test).....	185.00
ASTM D 1557 (Modified Proctor) (each test).....	195.00
Tex 113-E (TxDOT Proctor) (each test).....	200.00
Nuclear Density Test (In conjunction with Inspection)	
ASTM D 2950 or Tex 115-E, Part II (each test, min. of 3).....	18.00
Depth Test (each test).....	5.00
Wet Ball Mill (Tex 116-E) (each test).....	175.00
Determination of Optimum Lime Content	
PI Method – (Max. 3 points) (each test).....	192.50
Tex 121-E - (Max. 3 points) (each test).....	192.50
PH Method - (Max. 3 points) (each test).....	192.50
Additional Points (each point).....	75.00
California Bearing Ratio (M/D Relationship & 3 specimens)(each test).....	700.00
Additional Specimens (each specimen).....	150.00
Moisture Content of Aggregates and Soil (Small) (each test).....	13.00
Moisture Content of Aggregates and Soil (Large) (each test).....	28.00
Linear Shrinkage (Tex 107-E) (each test).....	70.00
pH (Tex 128-E) (each test).....	70.00
Resistivity of Soils (Tex 129-E) (each test).....	65.00
Specific Gravity (each test).....	75.00
Unit Weight (Loose or Dry) (each test).....	45.00
Soundness (5-cycle Magnesium) (each test).....	600.00
Sand Equivalent (ASTM D 2419 or Tex 203-F) (each test).....	65.00

BITUMINOUS & ASPHALT SECTION

Material Preparation Time (per hour).....	\$40.00
Sieve Analysis for Fine and Coarse Aggregate (Tex 200-F or ASTM)	
Dry (4 sieves) (each test).....	55.00
Additional Sieves (each sieve).....	12.00
Extraction of Bituminous Mixture, Percent Asphalt & Gradation (each test).....	185.00
Asphalt Cores (3 inch depth and 4 inch dia.)(Min. 3 ea)(each specimen).....	55.00
Additional Depth & Dia. (By Circumference Area) (per sq. in.).....	0.50
Thickness of Cores (each specimen).....	15.00
Asphalt Core Density (each specimen).....	35.00
Molding Specimens (Tex 206-F) (each set of 3 specimens).....	55.00
Theoretical Maximum Specific Gravity of Mixtures (Tex 227-F) (each test).....	65.00
Lab Density (Tex 207-F)(Lab Density) (each test).....	55.00
Effect of Water on Bituminous Paving Mixtures (Tex 530-C) (each test).....	56.00
Hveem Stability (each test).....	95.00
Coring Rig (per day).....	100.00
Percent Passing No. 200 Sieve (each test).....	50.00
Nuclear Density Test (In conjunction with Inspection)	
ASTM D 2950 or Tex 115-E, Part II (each test, min. of 3).....	18.00



CONCRETE SECTION

Material Preparation Time (per hour).....	\$40.00
Slump Test (In conjunction with Inspection)	
ASTM C 143 or Tex 415-A (each test).....	Included
Air Content of Fresh Concrete (In conjunction with Inspection)	
Pressure (416-A) (each test).....	16.00
Volumetric (414-A) (each test).....	35.00
Unit Weight (each test).....	15.00
Casting of Concrete Cylinders (In conjunction with Inspection).....	Included
Concrete Cylinder Compressive Strength Test (each specimen).....	15.00
Strip & Hold Cylinder (In conjunction with pickup) (each specimen).....	13.00
Concrete Beam Flexure Strength Test	
6x6x22 (Minimum of 2) (each specimen).....	30.00
Concrete Cores By Circumference Area (Min. 100 sq. in.)(per sq. in.).....	3.00
Sawing of Concrete Cylinders or Cores per end (each specimen)	22.00
Thickness of Cores (each specimen).....	15.00
Coring Rig (per day).....	100.00
Determination of Floor Flatness and Levelness (per sq. ft.).....	0.05

MASONRY SECTION

Material Preparation Time (per hour).....	\$40.00
Grout Prism (Compression) (per specimen).....	15.00
Mortar Prism (Compression) (per specimen).....	15.00
CMU Compressive Strength and Absorption (per specimen).....	125.00
Brick Compressive Strength and Absorption (per specimen).....	195.00

PROFESSIONAL SERVICES

Principal Engineer (per hour).....	\$121.00
Project Engineer (.25 hr. per report)(per hour).....	105.00
Project Manager (.25 hr. per report)(per hour).....	75.00
Clerical/Administrative (per report).....	40.00
Clerical/Administrative (.10 of invoice).....	10% invoice

For the services to be provided by the ENGINEER the charge will be on the basis of the units and unit fee rates established in this schedule of tests, staff personnel services, and additional services. Services will be rendered on an as needed basis and are dependent on the contractor's work schedule and progress. The overtime premium, required by the Fair Labor Standards Act for nonexempt classifications, will be charged for overtime hours worked because of the project and construction requirements. However, except for the overtime premium, the maximum charges shall not exceed the rates shown in this schedule. **Additional services provided by an outside source will be billed at cost plus 15%.**



EXHIBIT D
-Work Authorization Form

HIDALGO COUNTY
Professional Construction
Material Testing Engineer Services

WORK AUTHORIZATION NO. _____

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, acting by and through the **Hidalgo County Urban County Program**, hereinafter called the “**Owner**,” and, _____ professional engineers of _____, Texas, hereinafter called “**Engineer**”.

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the “engineering services” to provide **Construction material testing engineer services.**

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 Engineer** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is \$_____. 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 _____ of the Agreement.

PART 4. FUNDING

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

Account No. _____

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.**

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, Patricio R. Avila, Director as to content and detail of this Work Authorization No. _____.

**HIDALGO COUNTY
URBAN COUNTY PROGRAM**

BY: _____
PATRICIO R. AVILA, UCP DIRECTOR

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 _____, 2021.

THE ENGINEER:

**THE OWNER:
HIDALGO COUNTY**

By: (Engineer Name)

By: Richard F. Cortez, County Judge

ATTEST:

Arturo Guajardo Jr., County Clerk

APPROVED AS TO FORM:

Hidalgo County Office of the Criminal
District Attorney Ricardo Rodriguez, Jr.

By: _____
Victor M. Garza, Assistant District Attorney

EXHIBIT E
-Supplemental Agreement Form

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. _____
TO AGREEMENT FOR PROFESSIONAL
“CONSTRUCTION MATERIAL TESTING 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”**, a _____ 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 **Construction Material Testing Services** 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 _____, 2021.

THE ENGINEER:

**THE OWNER:
HIDALGO COUNTY**

By: (Engineer Name)

By: Richard D. Cortez, County Judge

ATTEST:

Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

(as required)

APPROVED AS TO FORM:

Hidalgo County Office of the Criminal
District Attorney Ricardo Rodriguez, Jr.

By: _____
Victor M. Garza, Assistant District Attorney

EXHIBIT F
-Certificates of Insurance



THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

January 29, 2021

Hidalgo County
Urban County Program
1916 TESORO ST
PHARR TX 78577

Account Information:

Policy Holder Details :	MILLENNIUM ENGINEERS GROUP INC
--------------------------------	-----------------------------------



Contact Us

Business Service Center

Business Hours: Monday - Friday
(7AM - 7PM Central Standard Time)

Phone: (866) 467-8730

Fax: (888) 443-6112

Email: agency.services@thehartford.com

Website: <https://business.thehartford.com>

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/29/2021

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 have ADDITIONAL INSURED provisions or 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 State Farm STATE FARM INSURANCE ROBERT ELIZALDE AGENT 5107 S MCCOLL RD EDINBURG, TX 78539	CONTACT NAME: Mirza Sanchez PHONE (A/C, No, Ext): 956-683-9800 E-MAIL ADDRESS: info@robertelizalde.com	FAX (A/C, No): 956-683-9810
	INSURER(S) AFFORDING COVERAGE	
INSURED MILLENNIUM ENGINEERS GROUP, INC 5804 N GUMWOOD PHARR, TX 78577	INSURER A: State Farm Lloyds	NAIC # 43419
	INSURER B: State Farm Mutual Automobile Insurance Company	NAIC # 25178
	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 VVVD	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"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			90-E3-N268-3	05/15/2020	05/15/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> OTHER:			329 5662-D26-53C	10/26/2020	10/26/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 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 <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

2016 TOYOTA TUNDRA-5TFRM5F11GX095758	2016 TOYOTA TUNDRA-5TFRM5F1XGX103579	2018 FORD F150- 1FTEW1CP2JKF26686
2015 TOYOTA TUNDRA- 5TFRM5F14FX092223	2016 TOYOTA TUNDRA-5TFRM5F19GX102276	2018 FORD F150- 1FTMF1CB2JKF20595
2006 INTERNATNL 433- 1HTMMAAL96H265176	2018 FORD F150-1FTMF1CB8JKF20598	*Please see vehicle schedule for additional auto
2016 TOYOTA TUNDRA-5TFRM5F1XGX095273	2017 TOYOTA TUNDRA-5TFRM5F18HX115912	
1984 INTERNATNL 1754-1HTLCHYPOEHA60959		
2016 TOYOTA TUNDRA-5TFRM5F18GX102382		

CERTIFICATE HOLDER Hidalgo County – Urban County Program 1916 Tesoro Street Pharr, Texas 78577	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
--	--