

**WEBB COUNTY – HOWLAND ENGINEERING AND SURVEYING CO.  
FOR  
MATERIAL TESTING  
WORK AUTHORIZATION # 1**

This Work Authorization #1 is made under the Professional Services Contract Webb County – Howland Engineering and Surveying Co. Master Contract for Material Testing as approved by the Commissioners Court of Webb County on October 24, 2022.

1. **AUTHORIZATION TO PROCEED**

The execution of this Work Authorization and subsequent issuance of a Notice to Proceed shall be construed as authorization by the County for the Consultant to proceed with the work.

2. **SCOPE OF SERVICES**

The scope of services to be provided by Consultant for this Work Authorization is the following:

*Project Name:* **Welch Road Culvert Improvements**

*Type of Service:* **Construction Materials and Engineering Testing**

Scope of services is further detailed in the attached Exhibit “A” attached hereto and incorporated as if set out in full for all intents and purposes.

3. **COUNTY OBLIGATIONS**

County will provide to the Consultant the following:

- a. Provide the authorization to proceed with services through coordination with the Consultant.
- b. Payment for work performed by the Consultant and accepted by County in accordance with Article IV. of the Master Agreement and Article 4 of this Work Authorization Agreement.
- c. Assistance to the Consultant, as necessary, to obtain needed data and information from other local, regional, State and Federal agencies the Consultant cannot easily obtain.
- d. Provide any available relevant data County may have on file that will assist Consultant.
- e. Provide timely review and decisions in response to the Consultant’s request for information and/or required submittals and deliverables, in order for the Consultant to maintain the agreed upon work schedule prepared in accordance with this Work Authorization.
- f. Attend and participate in progress meetings as required and as coordinated and conducted by Consultant.

FILED 11/14 20 22 @ 4:45pm.  
MARGIE RAMIREZ IBARRA  
COUNTY CLERK, WEBB COUNTY, TEXAS  
BY amendezca DEPUTY

4. COMPENSATION AND PAYMENT

The cost for services under this Work Authorization will be based on a lump sum fee of FIVE THOUSAND THREE HUNDRED FIVE DOLLARS (\$5,305.00) for the services detailed in Article 2 of this Work Authorization #1. The maximum amount payable under this Work Authorization #1 is FIVE THOUSAND THREE HUNDRED FIVE DOLLARS (\$5,305.00).

5. ERRORS, OMISSIONS, NEGLIGENT ACTS POLICY

**Consultant shall save harmless County and its officers and employees from all claims and liability due to activities of itself, its agents, or employees, performed under this Work Authorization and which are caused by or result from error, omission, or negligent act of the Consultant or any person employed by the Consultant.**

6. INDEPENDENT CONTRACTOR

Consultant must comply with all applicable County policies and with any applicable Federal, State or local laws, regulations, orders or ordinances applicable to the services provided by Consultant under this Work Authorization. Notwithstanding the foregoing sentence, Consultant represents and maintains that it is an independent contractor and is not an employee of County or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of the County and/or any agency thereof, including but not limited to benefits associated with County's civil service program. Consultant shall be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

7. TERMINATION

This Work Authorization #1 terminates when the Contract terminates or pursuant to Article VIII of the Master Contract, whichever occurs first.

8. ADDITIONAL SERVICES

Services in addition to those specified in the SCOPE OF SERVICES may be provided by the Consultant if authorized in writing by County. Additional services will be paid for by County as negotiated in a Supplemental Work Authorization.

9. ACCEPTANCE AND APPROVAL

This Work Authorization does not waive the parties' responsibilities and obligations as established by the Contract.

This Work Authorization is hereby accepted and approved by the Webb County Commissioners Court on October 24, 2022 and effective as of October 24, 2022, even if any signatures are made after that date.

10. EXHIBITS INCORPORATED

Exhibit "A" is made part of this Work Authorization.

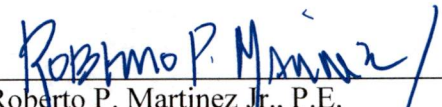
11. EFFECTIVE DATE

This Work Authorization is effective when executed by both parties and

COUNTY

CONSULTANT

  
\_\_\_\_\_  
By: Tano Tijerina  
County Judge

  
\_\_\_\_\_  
Roberto P. Martinez Jr., P.E.

Date: 11-14-2022

Date: 11-08-2022



Project Name: **Welch Road Culvert Improvements**  
 Client: **Webb County**  
 Type of Service: **Construction Materials and Engineering Testing**  
 Date: **October 13, 2022**

	Est. Quantities	Unit		Unit Cost	Cost Est.
<b>Moisture Density Relationship &amp; Atterberg Limits Determination:</b>					
Subgrade	1	EA	@	\$515.00	\$515.00
Fill Material	1	EA	@	\$515.00	\$515.00
Flexible Base with Grain Sieve Analysis	1	EA	@	\$690.00	\$690.00
<b>Proof Rolling:</b>					
Subgrade	1	EA	@	\$100.00	\$100.00
<b>Densities:</b>					
<i>Minimum of four (4) tests per call out</i>					
<b>Pavement:</b>					
Subgrade	4	EA	@	\$40.00	\$160.00
Fill Material	8	EA	@	\$40.00	\$320.00
Flexible Base Material (2 Lifts)	8	EA	@	\$40.00	\$320.00
<b>Culvert:</b>					
Subgrade	2	EA	@	\$40.00	\$80.00
Fill Material	12	EA	@	\$40.00	\$480.00
Miscellaneous	5	EA	@	\$40.00	\$200.00
<b>Concrete:</b>					
<i>Compressive Strength Testing - 4 Cylinders per Set</i>					
<b>Site:</b>					
5" Thick Rip Rap	2	EA	@	\$250.00	\$500.00
<b>Steel:</b>					
Foundation Reinforcement Inspection	0	HR	@	\$125.00	\$0.00
<b>Asphalt:</b>					
Asphalt Sampling (HMA Surface Course)	1	EA	@	\$500.00	\$500.00
Asphalt Densities	2	EA	@	\$50.00	\$100.00
Asphalt Cores	1	EA	@	\$125.00	\$125.00
Flexible Base Depth Checks	2	EA	@	\$75.00	\$150.00
<b>Miscellaneous Fees &amp; Services:</b>					
Atterberg Limits Verification	0	EA	@	\$165.00	\$0.00
Sieve Analysis Verification	0	EA	@	\$125.00	\$0.00
Wet Ball Mill	1	EA	@	\$350.00	\$350.00
Standby Time	4	HR	@	\$50.00	\$200.00
<b>Project Management Fees:</b>					
Project Engineer	0	EA	@	\$200.00	\$0.00
Project Manager	0	EA	@	\$150.00	\$0.00
Administration	0	EA	@	\$65.00	\$0.00

Note:  
 Provide 24-hour notice prior to test service.  
 1.5 X for Non-Regular Working Hours

TOTAL COST EST. = **\$5,305.00**