

EXHIBIT D
-Work Authorization Form

HIDALGO COUNTY DRAINAGE DISTRICT No. 1
Professional Construction Material Testing Laboratory Services
Agreement # C-HCDD1-20-025-04-21

WORK AUTHORIZATION NO. 3

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY DRAINAGE DISTRICT No. 1**, action herein by and through the BOARD OF DIRECTORS, hereinafter called the “Owner,” and, **Millennium Engineers Group, Inc.**, professional Laboratory’s of Texas, hereinafter called “Laboratory”.

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Laboratory** to provide construction materials testing services for the Hidalgo County Drainage District No. 1 -IBWC Floodway Levee Project.

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

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

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is **\$15,348.75**. 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 Laboratory for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 3 of the Agreement.

PART 4. FUNDING

This Work Authorization No. 3 shall be funded through funding source:

Account No. - - - - -

Requisition 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 Drainage District No. 1, General Manager, Raul E. Sesin, P.E, CFM, as to content and detail of this Work Authorization No. ____.

Hidalgo County Drainage District No. 1:

BY: _____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Drainage District Board of Directors on ____ (approval date) as indicated below and effective as of ____ day of _____, 20____.

**THE OWNER:
HIDALGO COUNTY DRAINAGE DISTRICT No. 1**

By: Hon. Richard F. Cortez, Chairman of the Board

THE LABORATORY:

APPROVED AS TO FORM:

*Jones, Galligan, Key & Lozano,
L.L.P.*

By: _____

EXHIBIT A

-Scope of Services to be provided by the Drainage District

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

General:

The Owner will provide to the Laboratory the following:

- 1) Provide the authorization to proceed with services through coordination with the project consulting and design Laboratory.
- 2) Payment for work performed by the Laboratory and accepted by the Owner in accordance with Article 3 of this Agreement.
- 3) Assistance to the Laboratory, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Laboratory cannot easily obtain.
- 4) Provide any available relevant data the Owner may have on file concerning the projects.
- 5) Provide timely review and decisions in response to the Laboratory's request for information and/or required submittals and deliverables, in order for the Laboratory to maintain the agreed upon work schedule prepared in accordance with Exhibit "A" attached to this Agreement.
- 6) Attend and participate in progress meetings as required and as coordinated and conducted by Laboratory.
- 7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Laboratory.

EXHIBIT B

-Scope of Services to be provided by the Laboratory

Exhibit "B"

Services to be Provided by Laboratory

The services to be provided by the LABORATORY in providing On-Call Construction Materials Testing(CMT) Services for Hidalgo County Drainage District No.1 Projects, "ON AN AS NEEDED BASIS" and the services are 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 D

"Proposal"



**Construction Materials Testing Proposal
Hidalgo County Drainage District No. 1
IBWC Flowway Levee Project**

☒ SOILS SECTION

Task: Backfill Sample (Per Sample, 5 samples estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Soil Engineering Technician (Per Hour) (Min. 3 Hrs)	4	62.00	\$248.00
Standard Proctor (each test)	1	220.00	\$220.00
Atterberg Limits (each test)	1	80.00	\$80.00
Percent Passing No. 200 Sieve (each test)	1	58.00	\$58.00
Double Hydrometer Test (each test)	1	275.00	\$275.00
Vehicle trip charge (per trip) (within 25 miles of office)	1	40.00	\$40.00
Test Reports (each report)	1	30.00	\$30.00
Project Engineer (per hour)	0.5	135.00	\$67.50
Project Management (per hour)	0.25	85.00	\$21.25
Clerical / Administrative (per hour)	1	63.00	\$63.00
Sub-Total (per sample)	1	-	\$1,102.75
Sub-Total (per task)	5	1,102.75	\$5,513.75

Task: Backfill density testing – Assumed 20' of Backfill, testing every 12" (Per Trip, 20 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Soil Engineering Technician (Per Hour) (Min. 3 Hrs)	3	62.00	\$186.00
Nuclear density test (min. 3, each test)	3	28.00	\$84.00
Vehicle trip charge (per trip) (within 25 miles of office)	1	40.00	\$40.00
Test Reports (each report)	1	30.00	\$30.00
Project Engineer (per hour)	0.5	135.00	\$67.50
Project Management (per hour)	0.25	85.00	\$21.25
Clerical / Administrative (per hour)	1	63.00	\$63.00
Sub-Total (per trip)	1	-	\$491.75
Sub-Total (per task)	20	491.75	\$9,835.00

SOILS Section Total

\$15,348.75

ASB
8/11/2020