

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 or as outlined in **Exhibit "C" – Work Schedule**.

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 Precinct No. 3 Commissioner Joe Flores as to content and detail of this Work Authorization No. # .

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 3 :

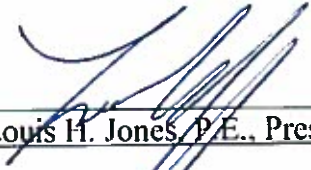
BY 
Joe Flores

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 _____, 2010.

THE ENGINEER:
Dannenbaum Engineering Company-
McAllen, LLC

THE OWNER:
HIDALGO COUNTY


By: Louis H. Jones, P.E., President

Rene A. Ramirez, County Judge

ATTEST:

Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

- ATTACHMENT "A" - Service to be Provided by the Owner
- ATTACHMENT "B" - Services to be Provided by the Engineer
- ATTACHMENT "C" - Work Schedule
- ATTACHMENT "D" - Cost Proposal

EXHIBIT "A"
Services to be Provided by the Owner
for the Pct. 3 Los Ebanos Pavilion

The following provides an outline of the services to be provided by the Owner in the development of the Project (as defined and more particularly identified in EXHIBIT "B1" attached to this Agreement).

I. GENERAL

The Owner will provide to the Engineer the following:

- (1) Authorization to the Engineer to begin work in accordance with Article 7 of this Agreement.
- (2) Payment for work performed by the Engineer and accepted by the Owner in accordance with Article 5 and Article 6, both 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 that the Engineer cannot easily obtain.
- (4) Provide any available relevant data the Owner may have on file concerning the project.
- (5) Provide timely review and decisions in response to the 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 "C" attached to this Agreement.
- (6) Attend and participate in progress meetings as required and as coordinated and conducted by the Engineer.
- (7) Provide a copy of any studies, previously prepared by other parties contracted by the Owner and incorporated herein by reference as the "*Building Repairs and/or Renovations for the Hidalgo County Precinct 3 Area*", and any associated documentation that may be relevant to the Engineer in the evaluation and verification of any projects under the "*Building Repairs and/or Renovations for the Hidalgo County Precinct 3 Area*".

II. PRELIMINARY PROJECT PLANNING & DEVELOPMENT

The Owner will provide to the Engineer the following *as required*:

- (1) Approve the Work Plan prepared by the Engineer and more particularly identified in EXHIBIT "B" attached to this Agreement.
- (2) Approve the Project Schedule prepared by the Engineer and more particularly identified in EXHIBIT "B" attached to this Agreement.
- (3) **Construction Estimate.** Provide the Engineer a copy of historical bid tabulations, if available, for similar projects and periodically review and approve the Construction Estimate as developed and prepared by the Engineer and more particularly identified in EXHIBIT "B" attached to this Agreement.
- (4) Submit all required applications prepared by the Engineer as relevant for funding sources.

III. PRELIMINARY ENGINEERING, FINAL DESIGN & CONSTRUCTION

The Owner will provide to the Engineer the following *as required*:

Preliminary Engineering

- (1) Attend the Preliminary Concept Conference coordinated and conducted by the Engineer and more particularly identified in EXHIBIT "B" attached to this Agreement.
- (2) Assist the Engineer as required in the coordination with any other coordinating agency or entity.
- (3) Review and approve the "*Preliminary Engineering Report*" prepared by the Engineer and more particularly identified in EXHIBIT "B" attached to this Agreement.

Final Design

- (4) **Construction Documents.** Upon approval of the schematic documents, authorize the Engineer to begin work on the final design; additionally:
 - a. Provide available existing plans and other relevant documents.
 - b. Assist the Engineer, as necessary, with coordination of any utility relocations that may be required.
- (5) Review and approve plans, specifications, and estimate (PS&E) for the Project or portions of the Project as prepared by the Engineer and more particularly identified in EXHIBIT "B" attached to this Agreement.

Construction

- (6) Review and approve all services provided by the Engineer (and more particularly identified in attached to this Agreement) regarding advertising for each authorized construction contract for the Project, the opening and tabulation of bids, and the preparation of contract document for the award of construction contracts.
- (7) Review and approve change orders as required and prepared by the Engineer.

EXHIBIT "B"
Services to be Provided by the Engineer
for the Pct. 3 Los Ebanos Pavillion

I. BASIS SERVICES
PROJECT PLANNING / ENGINEERING

- (A) Preliminary Project Planning and Development.** The Engineer will identify, coordinate, and implement the requirements for preliminary planning and advance Project development for the Project. Specific work activities to be provided by the Engineer will include:
- (1) Project Schedule.** The Engineer will prepare a Project Schedule. This schedule will be developed from the notice to proceed with work through final record drawings. The schedule will be monitored, by the Engineer, throughout the Project development. It will be provided, as well as any updates, to the Owner as a part of the Work Plan. The schedule will identify all major milestones and Project deliverables. The Engineer will inform the Owner (in reasonable advance of the delay) should the Engineer encounter delays that would prevent the performance of all work in accordance with the established schedule.
 - (2) Construction Estimate.** The Engineer shall prepare a preliminary estimate for the construction of the Project. The preliminary construction estimate shall be monitored, verified and updated throughout the course of Project development.
- (B) Preliminary Engineering.** The Engineer will ultimately deliver the final recommendations for the design of the project. Specific tasks to be provided by the Engineer will include:
- (1) Preliminary Concept Conference.** The Engineer will coordinate and conduct a preliminary concept conference (PCC) with the Owner, and any other stakeholders approved by the Owner. At the PCC, the Engineer will outline the issues and aspects involved in the development of the Project, identify existing conditions and design requirements, and present the approach to the development of the Project for approval by the Owner.
 - (2) Management/Coordination of Engineering Activities.** The Engineer shall coordinate the preparation of specific *engineering* work activities, tasks, special services for the final development of the Project.
 - (3) Coordination with various agencies.** The development of the Project may require coordination with various agencies. The Engineer will act as a liaison for the Owner, and will attend any meetings, and develop / prepare any required correspondence, documentation, and/or applications to satisfy applicable regulations.
- (C) Final Design.** After the Owner has approved the Engineer's final recommendations for the Project and the recommendations meet all applicable agency permitting requirements, the Engineer, will coordinate the activities of the Project Team during the final design of the Project. One of the primary deliverables for the Engineer to provide the Owner is a complete and approved set of plans, specifications included within the plan documents, and estimate (PS&E) for construction of the Project.

(D) Construction Administration. The Engineer shall provide construction administrative services for the Project. The Engineer shall also assist the Owner in the advertisement for construction bids, the opening and tabulation of the bids, provide a recommendation as to the proper action on all bid proposals received, and assist in the preparation of formal contract documents for the award of contract. Specific work activities to be provided by the Engineer will include:

- (1) **Construction Bidding Documents.** The Engineer shall perform the following in preparation of the construction bidding documents:
 - a. The Engineer shall furnish to the Owner 5 copies of approved plans, specifications, Engineer's estimate, notices to bidders, and proposal for the construction contract.
 - b. The Engineer shall assist the Owner in advertising for the Project.
 - c. The Engineer shall assist the Owner in the opening and tabulation of bids for the Project, and recommend to the Owner as to the proper action on all bid proposals received.
 - d. The Engineer shall assist the Owner in the preparation of formal contract documents for the award of the construction contract.
- (2) **Owner's Representative.** In general, the Engineer shall provide the activities required for consultation and advisement to the Owner during construction, and act as the Owner's representative as provided in the General Conditions of the Construction Contract. The extent and limitations of the duties, responsibilities and the authority of the Engineer as assigned in the General Conditions of the Contract shall not be modified, except as the Engineer may otherwise agree in writing.
- (3) **Defects and Deficiencies.** In providing the administration of the authorized construction contract, the Engineer shall use the Engineer's best efforts to protect the Owner against defects and deficiencies in the work of the construction contractor, hereinafter called the "Contractor". The Engineer does not guarantee the performance of the Contractor; however, the Engineer will promptly notify the Owner of any such defect or deficiency, and take all steps possible to require the Contractor to correct the defect or deficiency.
- (4) **Progress Reports.** The Engineer will prepare a monthly progress report, which outlines the construction progress in a form and manner satisfactory to the Owner.
- (5) **Contractor Payment.** The Engineer shall obtain the measurements and calculated quantities prepared under the *engineering* activities identified under II – Preliminary Engineering, Design, and Construction (Construction) in this exhibit, and review and approve the monthly and final estimates for payments to the Contractor for those items of work accepted and conforming to the construction contract specifications. The Engineer will furnish to the Owner any necessary certifications as to payments to the Contractor and suppliers. *Note: The Engineer is not responsible for actual payments to the Contractor.*
- (6) **Construction Observation.** The Engineer will coordinate and monitor the Project site representation of the authorized construction contract by providing the following special services, if authorized by Owner:

Project Manager. The Engineer will provide visits by the **Project Manager** or a competent representative of the Engineer to the site of construction at least once a month for the purpose of monitoring the Contractor's progress and conformance to the construction contract plans and specifications as basic services. Additional visits shall be provided as special services at the request of the Owner. In the capacity of site inspection, the Engineer will issue instructions from the Owner to the Contractor, issuing necessary interpretations and clarifications of construction contract documents, and make recommendations to the Owner as to the acceptability of the Contractor's progress and work.

- (7) **Change Orders.** When applicable, the Engineer will review and provide recommendations for all change orders developed under II – Preliminary Engineering, Design, and Construction (**Construction**) in this exhibit for purpose of preparing construction contract change orders. These change orders may be required due to actual field conditions encountered or new requirements directed by the Owner. The Engineer will prepare, explain, and submit proposed change orders, when applicable.
- (8) **Final Acceptance.** Following the completion of construction by the Contractor, the Engineer will provide the services required for the final inspection and recommendation for Project acceptance. This will include coordinating the activities required for the inspection for conformance and recordkeeping of the necessary performance tests required by the construction contract specifications. The Engineer will also review and approve all as-built drawings (to show the work as actually constructed), and furnish to the Owner one set of prints of the as-built drawings. *Note: Services to be provided by the Engineer for Items II and III primarily involve the engineering work tasks for the Project.*

EXHIBIT "C"
Work Schedule
for the Pct. 3 Los Ebanos Pavilion

A detailed work schedule for each **Work Authorization**, identified and more particularly described in Article 7 of this Agreement, shall be prepared by the **Engineer** to be submitted and approved by the **Owner** in writing for each **Work Authorization**. The work schedule will provide specific work sequence and definite review times by the **Owner** and the **Engineer** of the work performed.

The **Engineer** will diligently pursue the completion of each **Work Authorization** as defined by the milestones and deliverable due dates outlined in each **Work Authorization's** associated work schedule.

The **Engineer** will inform the **Owner** (in reasonable advance of the delay) should the **Engineer** encounter delays that would prevent the performance of all work in accordance with the established work schedule.

Engineer's Work Schedule
Calendar Days

Day 1	Engineer Notice to Proceed
Day 8	Preliminary concept conference
Day 26	Construction Document review conference
Day 33	Advertisement for Bid
Day 47	Bid Opening
Day 54	Engineer's Contractor Recommendation
Day 68	Contract award
Day 75	Preconstruction Meeting
Day 165	Substantial Completion inspection
Day 182	Final Inspection
Day 196	Final Payment

