

HIDALGO COUNTY
Professional Engineering Services
Contract # C-16-131-03-07
Work Authorization Form

WORK AUTHORIZATION NO. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article I. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner’s Court**, hereinafter called the “**Owner**,” and, **L & G Consulting Engineers, Inc. d/b/a L & G Engineering**, professional engineers of Mercedes, Texas, hereinafter called “**Engineer**”.

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide design, construction management and inspection services for the Boys and Girls Club Facility Project for Hidalgo County Precinct No. 2

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 **\$54,055.56**. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as *EXHIBIT “D” Fee Schedule*.

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Article 6** of the Agreement.

PART 4. FUNDING

This Work Authorization No. 1 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 Precinct No. 2**, Commissioner **Eduardo "Eddie" Cantu** as to content and detail of this **Work Authorization No. 1**.

**HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 2**

BY: _____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below.

THE ENGINEER:
L&G ENGINEERING

THE OWNER:
HIDALGO COUNTY

By: Jacinto Garza, P.E.
President

By: Ramon Garcia,
County Judge

ATTEST:

By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

- Location Map
- Exhibit A – Services to be Provided by the Owner
- Exhibit B – Services to be Provided by the Engineer
- Exhibit C – Work Schedule
- Exhibit D – Fee Schedule

EXHIBIT "A"
SCOPE OF SERVICES TO BE PROVIDED BY THE OWNER

The following provides an outline of the services to be provided by the **Owner** in the development of the "**Boys & Girls Club Facility Project**" for **Hidalgo County Precinct No. 2** hereinafter denoted as the **Project**.

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 Articles 5 and 6 of the 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 **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 Work Authorization.
- 6) Attend and participate in progress meetings as required and as coordinated and conducted by **Engineer**.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY ENGINEER

SECTION 1 SCOPE OF ENGINEER'S BASIC SERVICES

1.1 The Engineer's Basic Services consist of those described in Section 1 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Section 1 are Additional Services.

1.1.1 The Engineer shall manage the Engineer's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

1.1.2 The Engineer shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Engineer shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Engineer shall provide prompt written notice to the Owner if the Engineer becomes aware of any error, omission or inconsistency in such services or information.

1.1.3 As soon as practicable after the date of this Agreement, the Engineer shall submit for the Owner's approval a schedule for the performance of the Engineer's services.

1.1.4 The Engineer shall be a representative of the Owner with respect to this Project, and shall not engage in any activity or course of conduct which is detrimental to the Owner's best interests. The Engineer shall take all reasonable steps necessary to comply with the terms and conditions set forth in this Agreement.

1.1.5 The Engineer shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Engineer shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

1.1.6 The Engineer shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

1.1.7 In addition to the responsibilities and basic services identified in this Section, the following services shall be the responsibility of the Engineer:

- Programming (in coordination with Owner);
- On-Site Project Representation;
- Record Drawings Review (in coordination with Contractor);
- Structural Design and MEP Design

1.2 DESIGN DEVELOPMENT SERVICES

1.2.1 Based on the Owner's approval of any project preliminary Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Engineer shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in detail their quality levels.

1.2.2 The Engineer shall develop an estimate of the Cost of the Work.

1.2.3 The Engineer shall submit the Design Development documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

1.3 CONSTRUCTION DOCUMENTS PHASE SERVICES

1.3.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Engineer shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY ENGINEER

further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Engineer acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Engineer shall review in accordance with Section 1.6.4.

1.3.2 The Engineer shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project and shall assist the Owner with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

1.3.3 During the development of the Construction Documents, the Engineer shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Engineer shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

1.3.4 The Engineer shall update the estimate for the Cost of the Work indicated by changes in requirements or general market conditions.

1.3.5 The Engineer shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

1.4 BIDDING OR NEGOTIATION PHASE SERVICES

1.4.1 GENERAL

Following the Owner's approval of the Construction Documents, the Engineer shall assist the Owner, if requested in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

1.4.2 COMPETITIVE BIDDING

1.4.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents, General Conditions and Supplementary Conditions, Specifications and Drawings.

1.4.2.2 The Engineer shall assist the Owner in bidding the Project by

1. procuring the reproduction of Bidding Documents for distribution to prospective bidders;
2. distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
3. organizing and conducting a pre-bid conference for prospective bidders;
4. preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
5. organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

1.4.2.3 The Engineer shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders upon Owner's written approval thereof.

1.4.3 NEGOTIATED PROPOSALS

1.4.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents, General Conditions and Supplementary Conditions, Specifications and Drawings.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY ENGINEER

1.4.3.2 The Engineer shall assist the Owner in obtaining proposals by;

1. procuring the reproduction of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
2. organizing and participating in selection interviews with prospective contractors; and
3. If requested by the Owner, participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

1.4.3.3 The Engineer shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors upon Owner's written approval thereof.

1.5 CONSTRUCTION PHASE SERVICES

1.5.1 GENERAL

1.5.1.1 The Engineer shall provide administration of the Contract between the Owner and the Contractor as set forth below.

1.5.1.2 The Engineer shall be a representative of and shall advise the Owner during the construction until final payment to the contractor is paid, and at the Owner's direction, during the period of correction of the Work described in the Contract for Construction. The Engineer may furnish engineering services and consultations necessary to correct minor construction defects encountered during such correction period. The Engineer shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Engineer shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Engineer be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Engineer shall be responsible for the Engineer's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

1.5.1.3 The Engineer's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates at the expiration of the Contract for Construction.

1.5.2 EVALUATIONS OF THE WORK

1.5.2.1 The Engineer, as representative of the Owner, shall visit the site at intervals appropriate to the stage of construction, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Engineer shall keep the Owner informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. However, the Engineer shall not have control over or charge of the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Engineer shall be responsible for the Engineer's negligent acts or omissions, but shall not have control over or charge of acts or omissions of the Contractor, Subcontractor, or their agents or employees, or of any other person or entities performing portions of the Work.

1.5.2.1.1 The Engineer will attend, as the Owner's representative, all concrete pours that are contributory to the structural integrity of the building (including all concrete footings, grading beams, floor slabs, and concrete superstructure components if applicable) and to take all reasonable care to determine general conformance with the Contract Documents and to notify both the Owner and the Contractor of any observed deficiencies. Furthermore, job site meetings shall be held weekly or at the Owner's discretion. Attendees will include the Owner, the General Contractor's Project Manager, the General Contractor's Project Superintendent and the Engineer. Said meetings will begin at the time of Construction commencement and shall cease after substantial

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completion of the Work.

1.5.2.2 The Engineer has the authority and responsibility to reject Work that does not conform to the Contract Documents. Whenever the Engineer considers it necessary or advisable, the Engineer shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. The Engineer shall be required to promptly notify the Owner of any nonconforming Work and shall reject such nonconforming work unless the Owner objects to the rejection in writing with 24 hours of such notification. Performance of any additional inspection or testing which would result in additional costs to the Owner shall require advance notice to and the written approval of the Owner. However, neither this authority of the Engineer nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Engineer to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

1.5.2.3 The Engineer shall interpret and decide matters concerning performance under, and requirements of, the Construction Contract Documents on written request of either the Owner or Contractor. The Engineer's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

1.5.2.4 Interpretations and decisions of the Engineer shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Engineer shall endeavor to secure faithful performance by both Owner and Contractor. The Engineer's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

1.5.2.5 The Engineer shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

1.5.2.6 The Engineer and the Owner shall at all times have access to the Work whenever it is in preparation or progress.

1.5.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

1.5.3.1 The Engineer shall review and certify the amounts due to the Contractor and shall advise the Owner of payment requests. The Engineer's certification for payment shall constitute a representation to the Owner, based on the Engineer's evaluation of the Work as provided in Section 1.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Engineer's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Engineer.

1.5.3.2 The Engineer shall maintain a record of the Contractor's Applications for Payment.

1.5.4 SUBMITTALS

1.5.4.1 The Engineer shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Engineer's action shall be taken with such reasonable promptness as to cause minimal to no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Engineer's professional judgment to permit adequate review.

1.5.4.2 In accordance with the Engineer-approved submittal schedule, the Engineer shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract

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Documents. The Engineer's action shall be taken with such reasonable promptness as to cause minimal to no delay in the Work or in the activities of the Owner, Contactor or separate contractors, while allowing sufficient time in the Engineer's professional judgment to permit adequate review. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Engineer's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Engineer, of any construction means, methods, techniques, sequences or procedures. The Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

1.5.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Engineer shall specify the appropriate performance and design criteria that such services must satisfy. The Engineer shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Engineer. The Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

1.5.4.4 The Engineer shall review and respond to requests for information about the Contract Documents. The Engineer shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Engineer's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Engineer shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

1.5.4.5 The Engineer shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

1.5.5 CHANGES IN THE WORK

1.5.5.1 The Engineer shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents. The Engineer may authorize minor changes in the Work not involving an adjustment in Contract Sum or an extension of the Contract Time which are consistent with the intent of the Contract Documents, with Owner's approval. If necessary, the Engineer shall prepare, reproduce and distribute Drawings and Specifications to describe the Work to be added, deleted or modified.

1.5.5.2 The Engineer shall maintain records relative to changes in the Work,

1.5.5.3 The Engineer shall review properly prepared, timely requests by the Owner or Contractor for changes in the Work, including adjustments to the Contract Sum or Contract Time. A properly prepared request for a change in the Work shall be accompanied by sufficient supporting data and information to permit the Engineer to make a reasonable determination without extensive investigation or preparation of additional drawings or specifications. If the Engineer determines that requested changes in the Work are not materially different from the requirements of the Contract Documents, the Engineer may issue an order for a minor change in the Work or recommend to the Owner that the Requested change be denied.

1.5.5.4 If the Engineer determines that implementation of the requested changes would result in a material change to the contract that may cause an adjustment in the Contract Time or Contract Sum, the Engineer shall make a recommendation to the Owner, who may authorize further investigation of such change. Upon such authorization, and based upon information furnished by the Contractor, if any, the Engineer shall estimate the additional cost and time that might result from such change, including any additional costs attributable to a Change in Services of the Engineer. With the Owner's approval, the Engineer shall incorporate those estimates into a Change Order or other appropriate documentation for the Owner's execution or negotiation with the Contractor.

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SCOPE OF SERVICES TO BE PROVIDED BY ENGINEER

1.5.6 PROJECT COMPLETION

1.5.6.1 The Engineer shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment (advise to Owner) based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

1.5.6.2 The Engineer's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

1.5.6.3 When the Work is found to be substantially complete, the Engineer shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

1.5.6.4 The Engineer shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

**EXHIBIT C
ESTIMATED PROJECT SCHEDULE
Boys Girls Club Facility - San Juan**

TASK AND DESCRIPTION	FIRM	2016												2017											
		JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Boys & Girls Club Facility																									
Design Phase																									
Complete Design Tasks (Coord Struc. & MEP)	L&G/MAS																								
Construction Phase (Bid, Manage, Insp.)																									
Construction Bidding Phase (Project Letting)	L&G																								
Construction Manage/Inspect (TBD ~ Estimated 8 Months)	L&G																								

**EXHIBIT D-1
FEE PROPOSAL**

**Hidalgo County Pct 2 Boys & Girls Club Facility Project
Work Authorization #1**

	MANHOURS						Total Line Item Cost
	Senior Project Manager	Senior Engineer	Project Engineer	Senior Engineering Technician	Admin / Clerical	L&G TOTAL HOURS	
CONTRACT RATE (FY 2015)	\$ 211.40	\$ 175.16	\$ 129.86	\$ 96.64	\$ 60.40		
WA #1 - Pct 2 Boys & Girls Club Facility Project							
1 Coordination and Management of SUB for Completion of Foundation Plans and M.E.P.'s (Review)	2	2	2			6	\$ 1,032.84
1a SUB: MAS Engineering ~ Foundation Plans and M.E.P.'s	(See Fee Proposal Breakdown on Exhibit D-2)						\$ 5,500.00
2 Construction Management (Bidding Assistance, Contract Admin, etc.)	8	18	18		6	50	\$ 7,543.96
3 Construction Inspection	40	62	82			184	\$ 29,964.44
4 Meetings and Coordination on Project Development Activities	10	20	32		4	66	\$ 10,014.32
Subtotal Hours	60	102	134	0	10	306	\$ 54,055.56

Project Team Cost Proposals - Sub Consultants

MAS Engineering, LLC

Cost Proposal

\$5,500.00 (See detailed break-down of fee on Exhibit D-2 attached)

Total Work Authorization Cost:	\$ 54,055.56
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