

HIDALGO COUNTY
Professional Engineering Services
Contract # C-16-165-05-25
Work Authorization Form

WORK AUTHORIZATION NO. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner’s Court**, hereinafter called the “**Owner**,” and, **TEDSI INFRASTRUCTURE GROUP, INC.**, professional engineers of Mission, Texas, hereinafter called “**Engineer**”.

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide engineering services required for the preparation of plans, specifications and estimates (PS&E) for: **Nittler Road Improvements from FM493 to FM 88 in Hidalgo County Pct. 1.** 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 \$ **156,741.00.** 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. 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 project completion as indicated in the “Exhibit C Preliminary 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 #1, _____** as to content and detail of this **Work Authorization No. 1**.

HIDALGO COUNTY PRECINCT #1 _____.

BY: _____

A.C. Cuellar, Jr., Commissioner

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 _____, 2016.

**THE ENGINEER:
TEDSI INFRASTRUCTURE GROUP, INC.**

**THE OWNER:
HIDALGO COUNTY**

By: Jesus Salinas

By: Ramon Garcia, County Judge

ATTEST:

By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

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

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 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"

Generalized Services to be Provided by the Engineer

NITTLER RD. HIDALGO COUNTY PCT. 1

The **Engineer** shall provide the following engineering services required for the preparation of the plans, specifications and estimates (PS&E) for **Nittler Road Improvements from FM 493 to FM 88 in Hidalgo County Precinct Number One**. The **Engineer** shall maintain a direct line of communication and coordinate very closely with the Hidalgo County Pct 1.

A. BASIC ENGINEERING DESIGN SERVICES

ROADWAY DESIGN CONTROLS

1. Develop Typical Sections – No pavement design will be completed as part of the scope of work. Pavement section will be based on directive from Hidalgo County Pct No. 1.
2. Prepare plan and profile sheets as required for reconstruction.
3. Develop plan and profiles for inclusion in sheets.
4. Determine roadway quantities and prepare quantity summary sheet.

MISCELLANEOUS (ROADWAY)

1. Develop Miscellaneous Roadway Details.
2. Prepare Title Sheet and Index sheets.
3. Calculate project quantities and prepare quantity summary sheet.
4. Prepare general notes.
5. Prepare list of Standard Drawings to be included in the plans.
6. Upon completion of the review of the final plans by Hidalgo County Pct. No. 1, the ENGINEER shall assemble and furnish signed original (11" x 17") drawings which shall include all applicable standards. The Engineer may sign/seal plans manually or include an electronic signature/seal.
7. Coordinate with Pct 1 and other agencies as necessary.

SIGNING, PAVEMENT MARKINGS AND SIGNALIZATION

1. Signing and Pavement Markings are to be shown on roadway P&P sheets as necessary

CONSTRUCTION SUPPORT

1. Prepare Bid Documents
2. Attend and Coordinate Pre-bid Conference
3. Evaluate Bids
4. Make Award Recommendation
5. Assist County with preparation of Contract Documents.
6. Attend Pre-construction Conference upon request by County.
7. Respond to Request for Information (RFI) from Contractor
8. Review Pay Requests
9. Preparation of Change Orders
10. Final Site Visit
11. Record Drawings

B. FIELD DESIGN SURVEY SERVICES

FIELD SURVEYING

2. Topographic survey of entire project length including:
 - a) Topography of existing roadway and ditch within existing apparent ROW.
 - b) Topography shall include any existing drainage crossings.
 - c) Include flow lines, size and direction of drainage channels/structures

- d) Include utilities
- e) Perform one-call (Dig Tess) and identify and locate utilities (within limits of R.O.W.) as flagged/marked by utility companies
- f) Include inverts on sanitary sewer, measure downs to top of keys on water and gas mains
- g) Establish x, y, and z coordinates of power poles, manholes and valves of various utilities, flow lines of existing sanitary sewer and storm sewer lines, and subsequent utility ties of facilities exposed by others. Surveyor to survey nearest manhole/valve invert outside project limits.
- h) Establish 2 benchmarks for project control.

C. ADDITIONAL SERVICES NOT INCLUDED AS PART OF THIS PROJECT

- 1. Drainage Design – (As part of the FEMA application reconstruction driveways were not included in the project and therefore drainage improvements will not be part of this contract). Drainage improvements are limited to cleaning and grading of the existing roadside ditches.
- 2. Utility Design/Coordination and/or location of utilities by survey or other measures (Utilities will not be located for this project because construction activities are exempt from locating requirements because excavation for the project will not exceed 16in as stated in TAC Title 16 Part 1 Rule§18.1 and Utilities Code Title 5, Chapter 251).
- 3. SW3P (Storm Water Pollution Prevention Plan) – To be provided by the Contractor
- 4. TCP (Traffic Control Plan) – To be provided by the Contractor
- 5. ROW Survey and Acquisition Services
- 6. Traffic Studies
- 7. No separate sign, pavement marking, sign details or summaries will be prepared.
- 8. Signalization
- 9. Design of irrigation ditches and lines
- 10. Construction staking
- 11. Right of Way recovery and or documents.
- 12. Development of specifications.
- 13. Submittal of documents to other agencies: Pct 1 to submit required documents (prepared by TEDSI)
- 14. Design of new drainage outfalls (design to tie into existing outfalls)
- 15. All Environmental Services and Site Assessment and necessary permits in regards to:
 - a) Impacts
 - b) Wetlands
 - c) Endangered species
 - d) Historic/archaeological/cultural
 - e) Assist in developing a public involvement plan.
- 16. Coordination with regulatory agencies
- 17. Advertisement and award of construction contract
- 18. Geotechnical Services:
 - a) Pavement section design or testing prior to PS&E development
 - b) Material testing during construction
- 19. Perform evaluations and other tasks related to permitting issues for particular locations or elements of the project.
- 20. Construction Management:
 - a) Construction Inspection
 - b) Construction Staking
 - c) R.O.W. Staking

Additional Services to be negotiated by Supplemental Agreement.

EXHIBIT "C"

Work Schedule

NITTLER Rd. - Hidalgo County Pct. No. 1

Task	Months from Notice to Proceed				
	1	2	3	4	5
FIELD SURVEY					
ROADWAY DESIGN CONTROLS					
MISCELLANEOUS (ROADWAY)					
SIGNING, PAVEMENT AND SIGNALIZATION					
CONSTRUCTION SUPPORT					

EXHIBIT D
NITTLER ROADWAY RECONSTRUCTION
HIDALGO COUNTY PCT. 1

TASK DESCRIPTION	Sr. Project Manager	Project Manager	Senior Engineer	Project Engineer	Engineer	Sr. Design Engineer	Engineering Designer	CADD Operator	Secretary	Total Labor Hrs.	Fee
ROADWAY DESIGN CONTROLS											
1. Develop Typical Sections	7	11	2	20	3	23	34	28	6	134	\$ 10,112
2. Prepare plan and profile sheets as required for reconstruction.	15	26	5	46	8	51	77	64	13	305	\$ 23,026
3. Develop plan and profiles for inclusion in sheets.	5	9	2	15	3	17	26	21	4	102	\$ 7,727
4. Determine roadway quantities and prepare quantity summary sheet.	7	11	2	20	3	23	34	28	6	134	\$ 10,112
MISCELLANEOUS (ROADWAY)											
1. Develop Miscellaneous Roadway Details.	4	6	1	11	2	13	19	16	3	75	\$ 5,660
2. Prepare Title Sheet and Index sheets.	2	3	1	6	1	6	9	8	2	38	\$ 2,871
3. Calculate project quantities and prepare quantity summary sheet.	5	8	2	14	2	16	24	20	4	95	\$ 7,199
4. Prepare general notes.	4	7	1	12	2	14	21	17	3	81	\$ 6,122
6. Prepare list of Standard Drawings to be included in the plans.	3	5	1	9	1	9	14	12	2	56	\$ 4,276
7. Upon completion of the review of the final plans by Hidalgo County Pct. No. 1, the ENGINEER shall assemble and furnish signed original (11" x 17")	1	2	0	3	0	3	5	4	1	19	\$ 1,442
8. Coordinate with Pct 1 and other agencies as necessary.	1	1	0	2	0	2	3	2	0	11	\$ 882
SIGNING, PAVEMENT AND SIGNALIZATION											
1. Signing, Pavement & Signalization	8	13	3	23	4	25	38	32	6	152	\$ 11,540
CONSTRUCTION SUPPORT											
1. Prepare Bid Documents	1	2	0	4	1	4	6	5	1	24	\$ 1,794
2. Attend and Coordinate Pre-bid Conference	1	1	0	2	0	3	4	3	1	15	\$ 1,119
3. Evaluate Bids	1	2	0	3	1	4	5	4	1	21	\$ 1,582
4. Make Award Recommendation	1	1	0	2	0	2	3	3	1	13	\$ 980
5. Assist County with preparation of Contract Documents.	2	3	1	5	1	6	8	7	1	34	\$ 2,622
6. Attend Pre-construction Conference upon request by County.	1	2	0	3	0	3	5	4	1	19	\$ 1,442
7. Respond to Request for Information (RFI) from Contractor	3	5	1	9	2	10	15	13	3	61	\$ 4,578
8. Review Pay Requests	3	6	1	10	2	12	17	14	3	68	\$ 5,114
9. Preparation of Change Orders	0	1	0	1	0	1	2	1	0	6	\$ 462
10. Final Site Visit	1	1	0	2	0	3	4	3	1	15	\$ 1,119
11. Record Drawings	1	2	0	4	1	5	7	6	1	27	\$ 1,994
SPECIAL SERVICES											
FIELD SURVEYING Nittler & Mile 9 (LUMP SUM)											\$ 42,966
HOURS TOTAL	77	128	23	226	37	255	380	315	64	1,505	
LABOR RATE PER HOUR	\$ 133.79	\$ 111.13	\$ 96.90	\$ 86.29	\$ 65.57	\$ 73.97	\$ 64.84	\$ 61.01	\$ 37.03		
TOTAL DIRECT LABOR COSTS	\$ 10,302	\$ 14,225	\$ 2,229	\$ 19,502	\$ 2,426	\$ 18,862	\$ 24,639	\$ 19,219	\$ 2,370	\$ 113,774	
TOTAL DIRECT LABOR COST											\$ 156,741



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/12/2016

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 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 Higginbotham Insurance Agency, Inc. 11700 Katy Freeway Suite 1100 Houston TX 77079	CONTACT NAME: Vicki Mayo PHONE (A/C, No, Ext): 713-952-9990 FAX (A/C, No): 713-952-9939 E-MAIL ADDRESS: vmayo@higginbotham.net	
	INSURER(S) AFFORDING COVERAGE	
INSURED TEDSI TEDSI Infrastructure Group, Inc. 1201 East Expressway 83 Mission TX 78572	INSURER A: Continental Casualty Company	NAIC # 20443
	INSURER B: American Casualty Co of Reading PA	NAIC # 20427
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 1416580223

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 WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			B1075066054	9/11/2015	9/11/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			B2097261054	9/11/2015	9/11/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000 <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE			B2090503299	9/11/2015	9/11/2016	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below <input type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A			WC268980107	9/11/2015	9/11/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Professional Liability			AEH113771047	9/11/2015	9/11/2016	Each Claim \$2,000,000 Aggregate \$2,000,000

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

General Liability includes a blanker waiver of subrogation where required by written contract; the person or organization for whom the Named Insured does work is an additional insured for liability resulting from such work if required by written contract or written agreement; the coverage provided to the Additional Insured is extended to products and completed operations if required by written contract or agreement; any person or organization from whom the Named Insured leases equipment is an Additional Insured but only with respects to liability arising out of the operation or use of the leased equipment and only if required by a written lease agreement; this insurance is to be considered Primary and Non-Contributory if specifically required by a written contract or a written agreement. See Attached...

CERTIFICATE HOLDER

CANCELLATION

Hidalgo County Attn: Purchasing Department 2812 S. Business Highway 281 Edinburg TX 78539	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 
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ADDITIONAL REMARKS SCHEDULE

AGENCY Higginbotham Insurance Agency, Inc.		NAMED INSURED TEDSI Infrastructure Group, Inc. 1201 East Expressway 83 Mission TX 78572	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

It is hereby agreed that all Loss Payees are included as their interest may appear with regards to Covered Property in which a loss payee, creditor or lender holds an interest per a written contract or agreement with the Named Insured. A thirty (30) day notice of cancellation will be provided to the Loss Payee except ten (10) days for non-payment of premium; written notice will be provided to the Loss Payee at least ten (10) days before the expiration date of the policy.

A Blanket Waiver of Subrogation is included for Workers' Compensation for any person or organization for which the Named Insured has agreed by written contract to furnish this waiver for all Texas operations. A thirty (30) day written notice of cancellation will be provided to all certificate holders as per schedule on file with company - except ten (10) days for non-payment of premium as per Workers' Compensation Policy.

Business Automobile Liability Coverage is extended to liability assumed in an "insured contract" executed prior to a 'claim'; coverage is primary for automobile liability assumed under an "insured contract". Waiver of Transfer of Rights of Recovery Against Others to Us (Waiver of Subrogation), a blanket waiver of subrogation is included if required per a written contract or agreement.

Per Commercial Umbrella Plus Coverage Part, Commercial Umbrella applies excess of "scheduled underlying insurance" for: contractual liability assumed in a contract or agreement that is an "insured contract" executed prior to a claim and owned, "hired" or "nonowned" automobile liability to the extent that coverage is provided by "scheduled underlying insurance". This policy applies excess of any blanket additional insured endorsement attached to the general liability "scheduled underlying insurance" per a written contract or agreement.

A Waiver of Subrogation is included for Professional Liability if required per a written agreement issued prior to a Claim or Circumstance.

Reference: Contract Number: C-16-165-05-24

Certificate Holder is listed as Additional Insured as required by written contract. 30 Day Notice of Cancellation to Certificate Holder as required by written contract.