

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 Cantu, as to content and detail of this **Work Authorization No. 1**.

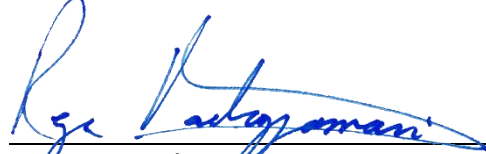
**HIDALGO COUNTY
COMMISSIONER PRECINCT No. 2:**

BY: _____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on ____ (cc approval date) _____ as indicated below and effective as of ____ day of _____, 201__.

**THE ENGINEER:
B2Z ENGINEERING**



By: Reza Badiozamani, P.E.

**THE OWNER:
HIDALGO COUNTY**

By: Ramon Garcia, County Judge

ATTEST:

By: Arturo Guajardo Jr., County Clerk

EXHIBIT A

Scope of Services to be provided by the County

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

Scope of Services to be provided by the Engineer

SECTION I - PROJECT DESCRIPTION

The services designated herein as “Services provided by the ENGINEER” shall include the performance of all engineering services for the following described facility:

COUNTY/CITY: HIDALGO COUNTY

PROJECT/DESCRIPTION: On-Call Services for “Road and Bridge, C.I.P. and Other Projects in General”
Work Authorization No. 1 ~ Palmer Pavilion – Feasibility Studies (FC102) &
Construction Phase Services (FC320)

ENGINEER shall mean B2Z Engineering.

STATE shall mean Texas Department of Transportation.

COUNTY shall mean Hidalgo County.

ARCHITECT shall mean Sam Garcia Architect.

EXHIBIT B

Scope of Services to be provided by the Engineer

SECTION 2 – FEASIBILITY STUDIES (Function Code 102)

Palmer Pavilion Value Engineering Effort

Preliminary Design Values

The ENGINEER will work with the COUNTY and the ARCHITECT of record to value engineer basic design concepts and elements, project controls and the general overall scope of Projects.

Preliminary Cost Estimates

The ENGINEER will work with the ARCHITECT and the COUNTY in producing a preliminary construction cost estimate based on the revised and adjusted project scope. The ENGINEER will also conduct a market study to establish a project “Fixed Limit of Construction Cost (FLCC)”.

Meetings, Coordination & Support for Project Development

The ENGINEER shall provide coordination services and shall assist in meetings and workshops with the COUNTY, ARCHITECT, the selected contractor, and all other affected parties. The ENGINEER shall serve as a representative for the COUNTY in coordination items with all entities involved. The ENGINEER shall coordinate with the COUNTY’S staff on all Project related items.

SECTION 12 - CONSTRUCTION PHASE SERVICES (Function Code 320)

Palmer Pavilion Facility ~ Const. Management Services:

The ENGINEER will provide engineering and support services for and during the construction of the Project or portions of the Project approved by the COUNTY. Specific (basic and special) services for CONSTRUCTION MANAGEMENT AND SUPPORT by the ENGINEER will include the following:

Construction Bidding:

- 1) The ENGINEER will furnish the COUNTY the needed procurement package based on the selected construction delivery method. The ENGINEER will provide the COUNTY the necessary copies of approved plans, specifications, notices to bidders, and proposals as prepared under the design phase.
- 2) The ENGINEER will make recommendations to the COUNTY for the proper action on the final cost proposal received, and the preparation of formal contract documents for the award of the construction contract.

Construction Contract Administration and Inspection:

- 1) In general, the ENGINEER will provide the management and engineering support/data required for consultation and advisement to the COUNTY and act as the COUNTY’S representative as provided in the General Condition of the Construction Contract.
 - 2) The ENGINEER will coordinate and conduct a pre-construction conference (if required).
 - 3) Defects and Deficiencies. The ENGINEER will use his best efforts to protect the COUNTY against defects and deficiencies in the work of the Contractor. The ENGINEER will promptly notify the COUNTY of any such defect or deficiency, and take all steps possible to require the Contractor to correct the defect or deficiency.
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EXHIBIT B

Scope of Services to be provided by the Engineer

- 4) Contractor Payment. The ENGINEER will review quantities as submitted by the Contractor and will coordinate with the COUNTY for the preparation of the monthly and final estimates for payment to the Contractor.
- 5) The ENGINEER will provide Project site inspection of the authorized construction contract as follows:
 - a) Project Engineer. The ENGINEER will provide visits by the Project Engineer or a competent representative of the ENGINEER to the site of construction for the purpose of monitoring the Contractor's progress and conformance to the construction contract plans and specifications.
 - b) Construction Inspector(s). The ENGINEER will furnish the services of a Construction Inspector(s) for on the site inspection construction to monitor/inspect the Contractor's daily progress and conformance to project specifications.

Miscellaneous Technical Activities:

- 1) Shop Drawings. The ENGINEER will review and check all shop or working drawings furnished by the Contractor.
 - 2) Control of Materials & Equipment. The ENGINEER will provide inspection of all materials and equipment furnished/used by the Contractor as follows:
 - a) Review and record all laboratory, shop and mill tests of materials and equipment for compliance with the construction contract specifications.
 - b) Observe and/or perform Project record testing and/or independent assurance testing as outlined in the construction contract specifications.
 - 3) Change Orders. When applicable the ENGINEER will prepare the engineering data, including plan sheet drawings, specifications, and estimates, for the preparation of construction contract change orders, which may be required due to actual field conditions encountered or new requirements directed by the COUNTY.
 - 4) As Built Drawings. The ENGINEER will develop as built drawings to depict the work as actually constructed. The COUNTY will be furnished five (5) set of prints.
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