

**EXHIBIT "E"**  
**HIDALGO COUNTY**  
**Agreement #C-21-228-03-16**  
**Work Authorization Form**

**WORK AUTHORIZATION NO. 1**

**THIS WORK AUTHORIZATION** is made pursuant to the terms and conditions of Section 7 of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, B2Z Engineering, LLC, hereinafter called "**Construction Management**".

**PART 1. SCOPE OF WORK**

The purpose of this Work Authorization is for the Construction Manager to provide Construction Management Services for the Design and Construction of Sunflower Park.

The **Construction Manager** is to provide the Services as required by the Agreement with Owner for Construction Management Services. This includes but is not limited to the services identified in **ATTACHMENT "A" – Scope of Services to be provided by the Construction Manager** which is attached hereto and incorporated by reference.

**PART 2. ESTIMATED COST**

The estimated cost for services under this Work Authorization is \$159,628.58. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **ATTACHMENT "D"**.

**PART 3. PAYMENT**

Compensation and payment to the Construction Manager for the services established under this Work Authorization shall be made in accordance with the Project Specific Service Agreement between Owner and Construction Manager.

**PART 4. FUNDING**

This Work Authorization No.      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 the scope of work provided in this 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**

Acknowledgment and confirmation by Hidalgo County Precinct No. 4 Commissioner Ellie Torres, as to content and detail of this Work Authorization No. 1. (If applicable – Work Schedule attached as Attachment “D-1”)

**HIDALGO COUNTY**

**COMMISSIONER PRECINCT No. 4:**

BY: \_\_\_\_\_

**PART 8. ACCEPTANCE AND APPROVAL**

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners’ Court on 03/16/2021 as indicated below and effective as of 16<sup>th</sup> day of March 2021.

**THE CONSTRUCTION MANAGER:**  
B2Z Engineering, LLC

**THE OWNER:**  
HIDALGO COUNTY

By: \_\_\_\_\_  
Print Name

By: Richard F. Cortez, County Judge

**ATTEST:**

By: Arturo Guajardo Jr., County Clerk

# ATTACHMENT A

## Scope of Services to be provided by the Construction Manager

### SECTION I - PROJECT DESCRIPTION

The services designated herein as "Services provided by the CONSTRUCTION MANAGER" shall include the performance of all services for the following described facility:

COUNTY/CITY: HIDALGO COUNTY

PROJECT/DESCRIPTION: Construction Management Services for project specific – The Design & Construction of Sunflower Park in Precinct 4.

CONSTRUCTION MANAGER shall mean B2Z Engineering.

COUNTY shall mean Hidalgo County.

ARCHITECT shall mean The Warren Group (TWG)

CIVIL ENGINEER shall mean Hidalgo County Drainage District No. 1

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# ATTACHMENT A

## Scope of Services to be provided by the Construction Manager

### CONSTRUCTION PHASE SERVICES

#### Construction Management Services – Sunflower Park:

The CONSTRUCTION MANAGER will provide engineering and design support services for and during the planning/design/construction phase of the Project, or portions of the Project approved by the COUNTY. Specific services for CONSTRUCTION MANAGEMENT AND SUPPORT by the CONSTRUCTION MANAGER will include the following:

#### Construction Bidding:

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

#### Construction Contract Administration and Inspection:

- 1) In general, the CONSTRUCTION MANAGER will provide the management and engineering support/data required for consultation and advisement to the COUNTY and act as the COUNTY's representative as it relates to the various aspects of design, as well as construction as provided in the General Condition of the Construction Contract.
  - 2) The CONSTRUCTION MANAGER will coordinate and conduct a pre-design and/or pre-construction conference (if required).
  - 3) Defects and Deficiencies. The CONSTRUCTION MANAGER will use his best efforts to protect the COUNTY against defects and deficiencies in the work of the ARCHITECT, CIVIL ENGINEER, and Contractor. The CONSTRUCTION MANAGER will promptly notify the COUNTY of any such defect or deficiency, and take all steps possible to require the ARCHITECT, CIVIL ENGINEER, or Contractor to correct the defect or deficiency.
  - 4) Contractor Payment. The CONSTRUCTION MANAGER 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) Change Orders. When applicable the CONSTRUCTION MANAGER will review 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.
  - 6) The CONSTRUCTION MANAGER will provide Project site inspection of the authorized construction contract as follows:
    - a) Project Manager(s). The CONSTRUCTION MANAGER will provide visits by the Project Manager or a competent representative of the CONSTRUCTION MANAGER to the site of construction for the purpose of monitoring the Contractor's progress and conformance to the construction contract plans and specifications.
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# **ATTACHMENT A**

## **Scope of Services to be provided by the Construction Manager**

b) Construction Inspector(s). The CONSTRUCTION MANAGER 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) The CONSTRUCTION MANAGER will coordinate various aspects of the project development component as directed by the COUNTY.
  - 2) The CONSTRUCTION MANAGER will act as an agent of the COUNTY when dealing with the ARCHITECT/CIVIL ENGINEER hired by the COUNTY.
  - 3) The CONSTRUCTION MANAGER will coordinate with the COUNTY on a weekly basis to ensure that the project is meeting all defined project goals.
  - 4) The CONSTRUCTION MANAGER will QC/QA all construction cost estimates produced by the ARCHITECT/CIVIL ENGINEER working on the project to ensure that the COUNTY stays within the defined budget.
  - 5) The CONSTRUCTION MANAGER will perform other various coordination tasks as directed by the COUNTY on an "On-Call" basis to push the project through various aspects of project development.
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**ATTACHMENT D**  
**Fee Schedule**  
**Sunflower Park**  
**Construction Phase Services**  
Hidalgo County Precinct 4

<i>Hidalgo County Precinct 4 Sunflower Park Construction Management Services</i>		Project Manager	Construction Inspector	Admin/Clerical	Total Hours	Total Line Item Cost
TASKS						
<b>Design Phase Services</b>						
<i>Pre-Construction - Design</i>						
1	Assist Precinct 4 in the preparation of formal AIA contract documents for Architect	6	6		12	\$1,819.08
2	Monthly design review meetings (based on 5 months)	25	15	5	45	\$6,991.70
3	Monthly owner status meetings (based on 5 months)	25	15	5	45	\$6,991.70
4	Prepare and conduct pre-construction conference	6	4	4	14	\$1,905.70
5	Permit coordination		16	8	24	\$2,029.44
	<b>Subtotal Labor Hours</b>	<b>62</b>	<b>56</b>	<b>22</b>	<b>140</b>	<b>\$19,737.62</b>
<b>Construction Contract Bidding, Administration and Inspection</b>						
<i>Construction Bidding</i>						
1	Contractor outreach/Contractor pre-qualification	8	8		16	\$2,425.44
2	Evaluate bids and make recommendations to Hidalgo County Precinct 4	6	6	2	14	\$1,955.20
3	Assist in the preparation of formal AIA contract documents for Contractor	16		2	18	\$3,502.04
4	Assist Hidalgo County Precinct 4 with contractor negotiations	4	4	2	10	\$1,348.84
	<b>Subtotal Labor Hours</b>	<b>34</b>	<b>18</b>	<b>6</b>	<b>58</b>	<b>\$9,231.52</b>
<i>During Construction</i>						
1	Conduct bi-weekly Owner/Architect/Contractor (OAC) Meetings		32	32	64	\$5,147.84
2	Monthly owner status meetings (based on 8 months)	24	12	6	42	\$6,570.96
3	Daily project site visits with field reports and photographs		640		640	\$59,398.40
4	Project documentation review/document control (shop drawings, submittals, CMT reports, samples, etc.)	40	120	60	220	\$23,635.60
5	Change order review, negotiation, and preparation	20	12	5	37	\$5,661.42
6	Review and verify contractor applications for payment	24	18	12	54	\$7,536.18
	<b>Subtotal Labor Hours</b>	<b>108</b>	<b>834</b>	<b>115</b>	<b>1057</b>	<b>\$107,950.40</b>
<i>Post Construction</i>						
1	Conduct 6 and 11 month walk through and Contractor follow-up		8	4	12	\$1,014.72
	<b>Subtotal Labor Hours</b>	<b>0</b>	<b>8</b>	<b>4</b>	<b>12</b>	<b>\$1,014.72</b>
<b>Miscellaneous Technical Activities</b>						
1	Develop and update project schedule monthly	24			24	\$5,048.88
2	Develop and update project budget monthly	24			24	\$5,048.88
3	Meetings and Coordination	24	24	4	52	\$7,548.56
	<b>Subtotal Labor Hours</b>	<b>72</b>	<b>24</b>	<b>4</b>	<b>100</b>	<b>\$17,646.32</b>
<b>Total Labor Hours</b>		<b>276</b>	<b>940</b>	<b>151</b>	<b>1367</b>	
Hourly Base Rates		\$ 68.00	\$ 30.00	\$ 22.00		
Contract Rate FY2021		\$ 210.37	\$ 92.81	\$ 68.05		
<b>Total Costs</b>		<b>\$ 58,062.12</b>	<b>\$ 87,241.40</b>	<b>\$ 10,277.06</b>		<b>\$155,580.58</b>
Direct Expenses Mileage: \$0.575/mile			\$ 4,048.00			
<b>B2Z Engineering Total Cost</b>						<b>\$159,628.58</b>