

**HIDALGO COUNTY UCP
Professional Engineering Services**

WORK AUTHORIZATION NO. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 1 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Hidalgo County Urban County Program**, hereinafter called the “**Owner**,” and, B2Z Engineering, LLC , 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 for the 2020 Elsa Parks, Recreational Facility Improvement (Skate Park)

The scope of services to be provided by the **Owner** is identified in *ATTACHMENT “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 *ATTACHMENT “B” – Scope of Services to be Provided by the Engineer* attached hereto.

PART 2. CONTRACT AMOUNT

The estimated cost for services under this Work Authorization is \$ \$56,424.49 This amount is based upon the costs outlined in the **Contract Amount** attached hereto as **ATTACHMENT “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 5** of the Agreement.

PART 4. FUNDING

This Work Authorization No. 1 shall be funded through funding source:

Account No. 5020-25-0306-5000-0000-00

Requisition/Purchase Order 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 within the contract limits of two (2) years from approval of contract.

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 Urban County Program Director, Patricio R. Avila**, as to content and detail of this **Work Authorization No. 1**.

**HIDALGO COUNTY
URBAN COUNTY PROGRAM**

BY: _____
Patricio R. Avila, UCP Director

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on October 5, 2021 as indicated below and effective as of 5th day of October, 2021.

THE ENGINEER:
B2Z Engineering, LLC

THE OWNER:
HIDALGO COUNTY

By: Aisha Gonzalez, President

By: Richard F. Cortez, County Judge

ATTEST:

BY: _____
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" - Contract Amount

Attachment "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 (as defined and more particularly identified on 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 coordinator 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 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 A attached to this agreement.
- 6) Attend and participate in progress meetings as required and as coordinated and conducted by Engineer.
- 7) Provide authorization to proceed with services on project by project basis through consulting design and construction Engineer.

ATTACHMENT "B"

SCOPE OF SERVICES

Services to be provided by the ENGINEER

General

The project will consist of developing Plans, Specifications, & Estimate (PS&E) for a Skate Park in the City of Elsa (City) for Hidalgo Urban County (Owner). The limits of the project encompass the northwest corner City lot at the intersection of Ex Humberto Solis Road and 5th Avenue.

The work to be furnished under this Authorization for Professional Services shall be as follows:

- I. Preliminary Engineering & General Services
- II. Plans, Specifications, & Estimate (PS&E)
- III. Bidding and Construction Inspection
- IV. Construction Management & Services

The work shall consist of professional engineering services for the development of the project. The work is described in more detail as follows:

I. PRELIMINARY ENGINEERING & GENERAL SERVICES

In general, the scope of services will include all management and engineering activities required for the final work activities to complete *Preliminary Engineering & General Services* of the Project. More specifically, the work activities to be provided will include:

Preliminary Engineering

Data Collection

- a) Finalize data collection. The City will provide the Engineer with available utility and right-of-way data (if available). The Engineer will be responsible for verifying the accuracy of the data and will utilize only that which is considered a true representation of what exists in the field.

Design Criteria & Preliminary Cost Estimates

Coordinate and conduct a meeting with City to determine and review any preliminary planning under development by City for adjoining and adjacent roadways.

- a) Coordinate and conduct a design concept conference with the City to ensure they are satisfied with the proposed Skate Park concept.

Field Survey

The Engineer shall provide the following (within the limits of the project):

Boundary Survey

- (1) Perform a boundary survey for city block that encompasses project limits. Improvements along property lines shall be surveyed to include, visible above ground utilities, street curb lines, sidewalks, signs, and adjacent street pavement. Missing or destroyed property monuments shall be set with ½" iron rods or other suitable materials when applicable. **Engineer** shall deliver four (4) original signed and sealed survey plants signed by RPLS.
- (2) Establish vertical control by looping all benchmark (BM) circuits and tie to monument permanent BM elevation. BMs are to be set at 1,000 ft maximum intervals using Global Positioning System (GPS) survey.

Topography/ Utilities

- (3) **Engineer** shall submit a Texas 811 utility locate request for utilities servicing project site. The City Public Works will also be contacted to mark sanitary sewer and water line locations. Utility markings to be surveyed and inverts attained at storm sewer and sanitary sewer manhole locations. Sub-consultant shall perform a topography survey locating all break lines, street curb and gutter, and ground shots (50' Grid) to centerline of adjacent streets. A 3D CADD file to be delivered with linework and surface file in format.

Construction Staking

- (4) **Engineer** shall be onsite within 48 hours of construction staking request.

Horizontal and Vertical Control

- (5) **Engineer** shall set two benchmarks offsite for future construction. Elevations to be established by conventional bench loop with horizontal values established by redundant GPS RTK readings. RPLS signed and sealed survey control data sheet to be delivered with location details and final coordinate values recorded.

Geotechnical Exploration

The Engineer shall provide Geotechnical exploration at the project site to determine the existing soil conditions and provide a report detailing the final condition of the soil that is needed to support the concrete slab as well as the Skate Park elements.

- (1) Test holes proposed are: 2 THs at 15' deep intervals

II. PLANS, SPECIFICATIONS & ESTIMATE (PS&E)

In general, this phase will include all management and engineering activities required for the *final design and preparation of construction drawings and supporting document* of the **Project**. Specific work activities to be provided by the **Engineer** will include:

Waterline and Electrical Design for Water Fountain and Lighting

The **Engineer** will provide within the PS&E package a detailed design of the waterline needed for the Skate Park water fountains as well as the electrical services needed to install light fixtures. The **Engineer** will work closely with the **City** to coordinate the connections to existing **City** utility infrastructure.

The **Engineer** will coordinate utility adjustment with **City** and all affected utility owners; the **Engineer** will coordinate and conduct utility meetings, as required.

Services to be provided by the City

The **City** has agreed to facilitate the connection of the proposed waterline and electrical line for the Skate Park the **City's** existing infrastructure at the expense of the **City**.

The **Engineer** will develop a Utility Communications Folder for each utility. This folder will document the utility coordination and include all correspondence with the affected utility company and the city & county officials. This includes all communication by sub-providers and the **City**. It will be the **City's** responsibility to ensure the **Engineer** is provided with communication initiated or received by the **City**.

Miscellaneous

The **Engineer** shall provide the following miscellaneous roadway items:

Advanced Warning Sign (Traffic)

- (1) The **Engineer** shall develop project advanced warning signs to warn vehicular and pedestrian traffic of construction zone. All construction will be outside of road right of way.

Miscellaneous Drafting, Standards, and Details

- (5) The **Engineer** shall prepare a title sheet indicating, at a minimum, project limits, project location map, name of **City** and **City's** acknowledgement/acceptance, facility identification, specification reference, **Engineer's** seal, signature, and date.

- (6) The Engineer shall determine appropriate standard drawings (clearly identifying agency of prepared standard) to be incorporated into the plans, and sign/seal any modifications to any agency or industry-approved standards.
- (7) The Engineer shall develop any details to clarify any construction requirements of the plan drawings.

Plans, Specifications, and Estimates (PS&E)

- (8) The Engineer shall prepare contract drawings, specifications and estimates for construction of the Project authorized by the City.
- (9) All final plan sheets shall be developed by the Engineer, on 11"x17" reproducible paper.
- (10) Graphic files will be developed in MicroStation design file format, and shall plot consistent with the reproducible plots submitted
- (11) Plan Sheets. Plan sheets shall include, but not be limited to, title sheet, typical sections, sequence of construction, specification data (including schedules for minimum sampling and testing), estimate and quantity, plan layout, channel details (as applicable), roadway details (as applicable), drainage details (as applicable) and details, hydraulic details (if applicable), and standards. Standards may be used from government and agency entities but must be signed and dated by the Project engineer of responsible supervision as being applicable to the Project.
- (12) Specifications. Whenever possible, the Engineer shall use the most current TxDOT Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges. **Other specifications may be developed by the Engineer, but must incorporate, to the extent possible, references to standard requirements of AASHTO design and ASSHTO testing procedures.**
- (13) Estimates. The Engineer shall prepare detailed cost estimates and proposals of authorized construction, which shall include summaries of bid items and quantities based, insofar as practicable, on the unit price system of bidding. The Engineer shall not be required to guarantee the accuracy of those estimates.

Project Management

The **Engineer** shall provide the following management activities in the development of the **Project**.

Internal Coordination

- (1) The **Engineer's Project Manager** shall provide internal coordination for the development of **Project** progress reports and budget reports, responses to requests for information, and review/preparation of billing and invoicing, as well as coordination with all Project Team members in the development of the project, including quality control/quality assurance, internal project meetings and providing technical assistance.

The **Engineer** will provide status reports to the **City** as requested. It is estimated that these progress reports shall take place approximately once a month.

Progress Meetings

- (2) The **Engineer** shall formally meet with **City** at 30%, 60%, 75%, and 100% submittal (reference the schedule of milestone deliverables below). The **Engineer** will present the project's status reports at **City Council Meetings** as requested.

III. BIDDING AND CONSTRUCTION

During the Bidding, and Construction Phase **Engineer** shall:

- a. Attend a Pre-Bid Conference with the **Owner** and interested Bidders to present the Project and to answer questions regarding the Plans and Contract Documents.
- b. Review and Tabulate Bids received for the approved project and make recommendations for award to the City Engineer.
- c. Attend, along with the **OWNER**, a Pre-Construction Conference with the Contractor(s) and other Utility and stakeholders.
- d. Conduct Periodic Site Visits to see if the Project is proceeding in general as specified on the plans and specifications.
- e. Review Monthly Periodic Estimates submitted by the Contractor and advise the **OWNER** as to payment.
- f. Conduct with **OWNER**, a Final Inspection and prepare a "Punch List" of items to be corrected prior to final acceptance.
- g. Prepare a final estimate for the Project based on dimensions obtained on the ground for the various unit items submitted in the bid and made part of the Contract Documents.
- h. Prepare "AS-BUILT" Plans based on the Contractors and **OWNER'S** notes and submit to the **OWNER** a Digital Format File of the Project in AutoCad Format compatible with the City of Edinburg's software requirements.
- i. Notwithstanding any provisions herein to the contrary, it is agreed that if the Engineer's final written estimate of construction cost is less than the lowest bona fide bid for construction and such low bid is not accepted by the City, the Engineer, at his expense, will make all necessary revisions to the plans and specifications to lower the construction to an amount acceptable to City.

IV. CONSTRUCTION MANAGEMENT & SERVICES

The **Engineer** shall perform necessary construction control stakeout as outlined below. Construction stakes to be set by the **Engineer** will be as follows:

- 1) In general, the **Engineer** will provide the management and engineering support/data required for consultation and advisement to the **Owner** and act as the **Owner'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) Defects and Deficiencies. The **Engineer** will use his best efforts to protect the **Owner** against defects and deficiencies in the work of the Contractor. 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.

- 3) The **Engineer** will provide Project site inspection of the authorized construction contract as follows:
- a) Project Manager(s). The **Engineer** will provide visits by the Project Manager 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 periodic progress and conformance to project specifications.

ADDITIONAL SERVICES

Any items requested by the Owner and/or City that are not outlined in the above scope would be considered additional services and would be provided as requested and authorized by the City. B2Z Engineering can provide or obtain the following services if they are not included in the limited scope of this agreement. This is not an all-inclusive list of additional services and additional tasks may be added as deemed necessary on a project-by-project basis.

1. Environmental Services
2. Site Evaluation or OSSF or Design of On-Site Sewage Facilities
3. Submittal Fees, Permitting Fees, Reimbursement Fees or Impact Fees
4. Reimbursement Contracts
5. Construction Staking, unless otherwise specified
6. Right-of-Way Acquisitions or Right-of-Way Descriptions
7. Land Title Search or Title Research Services
8. Review fees of any kind as may be required by the County, State, Federal or other agencies
9. Site Lighting or Illumination Plans unless otherwise specified
10. Elevation Certificates
11. Court appearances, depositions, or any other involvement in litigation

SUB-CONSULTANT AGREEMENT AND SERVICES

B2Z Engineering may obtain sub-consultant services for this professional services agreement. Hidalgo Urban County reserves the right to approve any sub-consultants. Services that are anticipated include:

Survey Services

These services are included in the scope as defined and are included in the lump sum fee.

ESTIMATED PROJECT BUDGET

B2Z Engineering estimates that the budget for Skate Park project to be as follows:

ITEMS	ELSA SKATE PARK
PROFESSIONAL SERVICES	TASK FEES
Prelim. Eng., PS&E, & Constr. Mgmt.:	\$47,272.99
Special Services:	\$7,600.00
Direct Expenses:	\$1,551.50
Total Lump Sum Fee:	\$56,424.49

**ATTACHMENT C
Work Schedule
ELSA SKATE PARK
BZZ Engineering, LLC**

Task Description	Begin Date	End Date	Total Calendar Days	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May
				2021	2021	2021	2021	2022	2022	2022	2022	
<i>Planning & PS&E</i>												
Contract Development & Approval	8/25/2021	9/24/2021	30									
Utility Services	10/4/2021	10/22/2021	18									
Geotech. Services	10/11/2021	11/11/2021	31									
Preliminary Eng & General Services	10/11/2021	10/25/2021	14									
PS&E	11/1/2021	12/31/2021	60									
<i>Construction Management & Inspection</i>												
Bidding Contract & Award	1/3/2022	2/28/2022	56									
Construction Phase	3/7/2022	4/22/2022	46									
Periodic Project Site Visit	3/7/2022	4/22/2022	46									
CMT	3/7/2022	4/22/2022	46									
Project Documentation	3/7/2022	4/22/2022	46									
As Builts - Project Close Out	4/22/2022	5/27/2022	35									

Basic Services
Construction Stage

* Note: This schedule is subject to change due to Contract NTP date.

ATTACHMENT "D"
Elsa Skate Park Project
Contract Amount

ITEMS	ELSA SKATE PARK
PROFESSIONAL SERVICES	TASK FEES
Prelim. Eng., PS&E, & Constr. Mgmt.:	\$47,272.99
Special Services:	\$7,600.00
Direct Expenses:	\$1,551.50
Total Lump Sum Fee:	\$56,424.49