

**HIDALGO COUNTY**  
**Program Management Services**  
**Work Authorization Form**  
**Contract # 16-267A-07-25**

**WORK AUTHORIZATION NO. 8**

**THIS WORK AUTHORIZATION** is made pursuant to the terms and conditions of the AIA Document C172-2014 Standard Form of Agreement Between Owner and Program Manager, approved by Commissioners' Court on July 25, 2017 ("**Agreement**"), made by and between **COUNTY OF HIDALGO, TEXAS**, action herein by, through or authorized by the **Commissioner's Court**, ("**Owner**") and Jacobs Project Management Services Co. ("**Program Manager**") for the Hidalgo County New Courthouse Project ("**Project**").

**PART 1. WORK DESCRIPTION**

The purpose of this Work Authorization is for the Program Manager to provide Additional Services, generally described as follows:

Provide extended services as described in the Fee Proposal letter from Jacobs to Hector Garcia dated August 31, 2022, which is attached as **EXHIBIT "A"** ("**Proposal**"), entitled "Fee Proposal for HCCS Phase 1 Extended PMCM Services." Such extended services shall be provided from October 1, 2022 through January 2023, as provided in Exhibit A, the Proposal.

The specific scope of services to be provided by the Program Manager under this Work Authorization is stated in Exhibit A, the Proposal ("**Services**").

**PART 2. PRICE**

The cumulative lump sum monthly price for all Services under this Work Authorization is Three Hundred, Eighty-Five Thousand and 0/100 Dollars **\$ 385,000.00** ("**Price**"). The Price includes any and all costs and expenses necessary to properly and timely provide all Services of this Work Authorization.

**PART 3. PAYMENT**

Payment to the Program Manager for the Services required by this Work Authorization that have been properly and timely performed shall be made in accordance with the terms of the Agreement and the Payment Schedule of Values attached to the Proposal.

**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 and execution of the parties hereto, and terminate upon the proper completion of all of the Services, unless the Services are terminated earlier by the Owner, made with or without cause.

**PART 6. RESPONSIBILITIES AND OBLIGATIONS**

Program Manager shall be responsible for properly and timely providing all Services under the Proposal and coordinate such services with the services of the Architect and with the Works of the Construction Manager. This Work Authorization and the Services are subject to all applicable terms and conditions of the Agreement. This Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

**PART 7. ACKNOWLEDGEMENT AND CONFIRMATION**

The Owner's Designated Representatives for the Project have reviewed and recommend approval of this Work Authorization, as evidenced by these signatures:

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**Reviewed and recommended  
by:**

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**Reviewed and recommended  
by:**

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**Reviewed and recommended  
by:**

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**Reviewed and recommended  
by:**

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**Reviewed and recommended  
by:**

**PART 8. LIMITATIONS, ACCEPTANCE AND APPROVAL**

This Work Authorization is hereby accepted and approved by Hidalgo County, Texas:

- a) Approval for Price greater than \$50,000.00: by Commissioners' Court on \_\_\_\_\_ as indicated below by signature of the County Judge; or
- b) Approval for Price of \$50,000.00 or less: by Owner's Designated Representative. The Owners Designated Representative consists of the individuals, appointed respectively by the County Judge and County Commissioners, when acting jointly with a simple majority as authorized by and on behalf of the Owner, subject to all limitations on the Owner's Designated Representative's authority as provided below. Any decision made by or act of the Owner's Designated Representative shall be in writing and signed by the designated individuals serving as members of the Owner's Designated Representative at the time of such decision or act signifying their joint agreement. Such individual members may be changed from time to time in the sole discretion of the County acting through the County Judge and County Commissioners by written notice. Such notice shall be comprised of a letter on the official County stationery of the County Judge or Commissioner, as applicable, stating: [A] that the County Judge s or such Commissioner s nominee to serve as a member of the Owner's Designated Representative is being changed, (B) the name and contact information of the new member, (C) the name of the member being replaced, and (D) the effective date of the change. Such notice shall be sent to all other members of the Commissioners Court and the designated representatives of the Project Construction Manager, Program Manager, Architect and Construction Materials Testing and Laboratory.

The Owner's Designated Representative shall not have authority to make decisions or act on behalf of the Owner for: [A] Approval of the final Schematic Design drawings; [B] Approval of any additional funding to the Project in excess of the \$150,000,000 project budget; [C] Approval of any new contract in excess of \$50,000; [D] Approval of any Applications for Payment, Allowance Expenditure Authorizations, Work Authorizations, Change Orders; Agreement Amendments or other expenditure in excess of \$50,000; [E] Approval of any Work Authorizations, Change Orders or Agreement Amendments increasing the Agreement or Project duration; and [F] Approval of final payments and contract close-outs. The Owner's Designated Representative has only such authority as duly granted by the Commissioners' Court of the Owner.

[Signature page follows.]

**EXECUTED** as of the day and year first written above.

**APPROVED BY COMMISSIONERS' COURT ON September 06, 2022.**

**Agenda Item No.: 87261**

**Executive Office: \_\_\_\_\_**

**THE PROGRAM MANAGER:**  
JACOBS PROJECT MANAGEMENT  
SERVICES CO.

**COUNTY:**  
COUNTY OF HIDALGO

\_\_\_\_\_  
Gerson 'Herschel' L. Acosta CCM  
Vice President – PMCM North Texas

\_\_\_\_\_  
Hon. Richard F. Cortez, County Judge

**ATTEST:**

\_\_\_\_\_  
Arturo Guajardo, Jr., County Clerk

**ATTACHMENTS:**  
Exhibit A - Proposal

**SUPPLEMENTAL SIGNATURES:**