

**EXHIBIT "C"**  
**HIDALGO COUNTY, TEXAS**  
**Agreement #C-18-220-09-25 Work Authorization Form**

**WORK AUTHORIZATION NO. 6**

**THIS WORK AUTHORIZATION** is made pursuant to and in accordance with the terms and conditions of the Agreement between Hidalgo County, Texas ("County" or "Owner") and Terracon Consultants, Inc., a Delaware Corporation ("Laboratory"). Dated September 25, 2018 ("Agreement") for the Hidalgo County Courthouse Project ("Project").

**PART 1. WORK DESCRIPTION**

The purpose of this Work Authorization is for the Laboratory to provide under the Agreement Services, generally described as follows:

- Additional Materials Testing (As detailed in attachments)

The specific scope of services to be provided by the Laboratory is identified in Work Authorization **EXHIBIT "A" - Scope of Services by the Laboratory, Proposal & Work Schedule** contained within Laboratory's Proposal dated November 07, 2022 attached hereto ("Services").

**PART 2. PRICE**

The estimated not to exceed fee for all Services under this Work Authorization is **\$54,093.63** ("Price"). This amount is based upon the lump sum price in the proposal attached hereto **EXHIBIT "A"** and includes any and all costs and expenses necessary to completely, properly and timely provide all services of this Work Authorization.

**PART 3. PAYMENT**

Payment to the Laboratory for the Services established under this Work Authorization that have been completely, properly and timely provided shall be made in accordance with the terms of the Agreement and any specific additional payment terms in the Proposal to which the Owner agrees.

**PART 4. FUNDING**

This Work Authorization No. 06 shall be funded through funding source:

Account No. \_\_\_\_\_

Requisition Number \_\_\_\_\_ (MUST BE INCLUDED AFTER CC APPROVAL)

**PART 5. PERIOD OF SERVICE**

The Services shall be provided according to Work Authorization **EXHIBIT "A" - Scope of Services by the Laboratory, Proposal & Work Schedule**. This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon

the proper completion of the Services, unless the Services are terminated earlier by the County made with or without cause.

**PART 6. RESPONSIBILITIES AND OBLIGATIONS**

Laboratory shall be responsible for completely, properly and timely providing all Services. 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 Program Manager for the Project has reviewed and recommends approval of this Work Authorization.

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

**For: Jacobs Project Management Co. (Program Manager)**

**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.
- c) 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 DECEMBER 13, 2022**

**Agenda Item No. 88760**

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

**THE LABORATORY:**

Terracon Consultants, Inc.

**THE OWNER:**

**Hidalgo County, Texas**

OWNER (More than \$50,000.00)

\_\_\_\_\_  
**By:** Jesse H. Aguilar, P.E.  
Principal/Senior Engineer

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

**THE OWNER**

**Hidalgo County, Texas**

OWNER (\$50,000.00 or Less)

\_\_\_\_\_  
**By:** Valde Guerra, CEO

**ATTEST:**

\_\_\_\_\_  
**By:** Isaac Sulemana , Chief of Staff,  
Office of Hidalgo County Judge

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

\_\_\_\_\_  
**By:** Vidal Roman, Budget Officer

\_\_\_\_\_  
**By:** Armando Garza Jr., Chief of Staff, Pct.2

\_\_\_\_\_  
**By:** Velinda Reyes, Chief of Staff, Pct.4

**LIST OF ATTACHMENTS**

EXHIBIT "A" - Scope of Services by the Laboratory, Proposal & Work Schedule