

HIDALGO COUNTY
Professional Engineering Services
Agreement # C-23-0494-01-09

WORK AUTHORIZATION NO. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of the Professional Engineering Services Agreement No. C-23-0494-01-09, incorporated herein by reference, for the “**HC District Attorney’s Annex Assessment**” project made by and between HIDALGO COUNTY, action herein by and through the Commissioner’s Court, hereinafter called the “**Owner,**” and **Halff Associates, Inc.,** hereinafter called “**Engineer**”.

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide MEP Assessment of the District Attorney’s Annex for and during the construction of the Project, or portions of the Project, as approved by the COUNTY.

The **Engineer** is to provide the scope of Services as required by the Agreement with Owner.

The scope of services to be provided by the **Engineer** is identified in **Attachment “A”** – “*Scope of Services to be provided by Engineer*” attached hereto and incorporated by reference.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is **\$20,000.00**. This amount is based upon the costs outlined in the **Attachment “B”** – “*Fee Proposal*” attached hereto and incorporated by reference.

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the **Professional Engineering Services Agreement No. C-23-0494-01-09** between the **Owner** and the **Engineer**.

PART 4. FUNDING

This Work Authorization No. 1 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 scopes of the Work Authorization, within the limits of Agreement No. C-23-0494-01-09, provided in this Work Authorization; or on** (_____ **DATE** _____). *If applicable:* Engineer shall conform to the

approved "Work/Project Schedule", attached hereto and incorporated by reference herein as Attachment "C".

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the Agreement No. C-23-0494-01-09.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by **Hidalgo County Precinct 4, Commissioner Ellie Torres**, as to content and detail of this **Work Authorization No. 1**.

HIDALGO COUNTY PRECINCT No. 4

By: _____
Ellie Torres, Commissioner

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on February 20th, 2024 as indicated below and effective as of **20th day of February, 2024**.

EXECUTED as of the day and year first written above.

APPROVED BY COMMISSIONERS' COURT ON February 20th, 2024.

Agenda Item No. 94296

Executive Office: _____

ENGINEER:
HALFF ASSOCIATES, INC.

COUNTY:
COUNTY OF HIDALGO

Robert L. Saenz, PE, CFM, PMP, DBIA

Hon. Richard F. Cortez, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS:

Attachment "A" – *Scope of Services to be provided by Engineer*

Attachment "B" – *Fee Proposal*

Attachment "C" – *Approved Work/Project Schedule (If applicable)*



ATTACHMENT A

**PROJECT SPECIFIC SCOPE OF SERVICES
TO BE PROVIDED BY ENGINEER**



EXHIBIT A

February 16, 2024

AVO 56745.001

Master Contract Number C-23-0494-01-09

Attn:

Oscar R Villarreal
Hidalgo County Commissioner's Court
2818 South Business
Edinburg, Texas 78539

Re: HC District Attorney's Annex Assessment
Hidalgo County Commissioner's Court

Dear Mr. Villarreal:

Halff Associates, Inc. is pleased to present our proposal for professional services for the above referenced project. We have developed a scope of work, fee schedule and terms of agreement for the proposed project, shown in the attached Exhibits as follows:

- **Exhibit B – Scope of Services – Mechanical**
- **Exhibit C – Assumptions and Exclusions**
- **Exhibit D – Fee Schedule – Mechanical**
- **Exhibit E – Certificate of Insurance**

The fees identified shall be considered lump sum and will not be exceeded without your prior approval. Costs incurred will be carefully monitored during the progress of this project. Our services will be invoiced as a single 100% lump sum payment. Additional services, if authorized, will be invoiced at an agreed upon lump sum or on an hourly basis per our standard billing rates in effect at the time. Direct costs including printing and reproduction for in-house review and submittal to the Owner, postage, messenger service, and travel to the job site are invoiced separately at cost times a 1.1 multiplier.

Unless otherwise stated, fees quoted in this proposal exclude state and federal sales taxes on professional services. Current Texas law requires assessment of sales tax on certain kinds of surveying services, but does not require sales taxes on other professional services. In the event that new or additional state or federal taxes are imposed on the professional services provided under this contract during the term of the work, such taxes will be added to the applicable billings and will be in addition to the quoted fees.

We trust this proposal meets your requirements for this project. We appreciate the opportunity to be of service and trust that our association on this project will be mutually beneficial. Please feel free to contact us if you have any questions or comments concerning this matter.

Sincerely,

Mark A. Sisen, P.E.
Senior MEP Project Manager

~~EXHIBIT B~~

SCOPE OF SERVICES – MECHANICAL

PROJECT UNDERSTANDING (BUILDING)

This fee proposal is for an HVAC assessment of the District Attorney's Annex. For this proposal, HALFF has been requested to provide MEP assessment services for a double-story building of approximately 20,000 square feet.

The proposed scope of the building portion of this project includes lobby areas, restrooms, office suites, janitor's closets, and mechanical rooms.

The proposed project timeline is six weeks from the receipt of the Notice To Proceed.

I. BASIC MECHANICAL ENGINEERING SERVICES

1. MECHANICAL ENGINEERING

a. HVAC Assessment:

- Inventory of existing equipment and their condition
- Heat Load calculations
- Review of existing as-built drawings and record drawings
- Assessment of outside air intakes, return paths and roof/wall penetrations
- Review of existing control systems and their operation.
- Review of trend data
- Final HVAC Assessment Report

b. Site Visits

- Up to two (2) site visits, including an interim site visit and final review
- Follow-up report for each site visit.

c. Deliverable

- Assessment Report to include, photos, findings and recommendations.
- Photos
- Findings and recommendations

MECHANICAL OPTIONAL SERVICES

1. Design services due to a change in Scope of Basic Services.
2. Design of bid alternates requested by the Owner or Architect (not specifically identified at the beginning of the project).
3. Design services due to Change Orders requested by the Owner or Architect.
4. Statements of probable construction costs.
5. Engineering studies of alternative systems and equipment locations.
6. Energy studies.
7. Economic analysis.
8. International Energy Conservation Code building envelopes compliance check and lighting compliance checks for fixturing selected or designed by others.
9. Record drawing generation from contractor's red-lines.
10. Modification to the mechanical design systems due to change in building code during the design or construction phase.
11. Value engineering design services after approval of the Design Development submission.

~~EXHIBIT C~~
ASSUMPTIONS AND EXCLUSIONS

MEP EXCEPTIONS AND CONDITIONS

- A. The project will be designed to the current codes and ordinances adopted by the City of Edinburg and County of Hidalgo.
- B. Services associated with, environmental, asbestos and mold abatement are specifically excluded.
- C. The chilled water system and the air cooled chillers or performance of the high rise building are specifically excluded.



ATTACHMENT B

FEE PROPOSAL

~~EXHIBIT D~~
FEE SCHEDULE – MECHANICAL

Task Item	Description	Fee
I.	MEP Engineering Services (per Exhibit B)	
	Assessment Report (Delivered)	\$ 20,000.00
	TOTAL FEE	\$ 20,000.00

Task Item	Engineer IV	Engineer I	Administrative I
Amount of Hours	30	92.50	20
Billable rate	242.16	122.74	69.00
SUBTOTAL	\$7,264.80	\$11,355.91	\$1,380.00
Grand total			\$20,000.00

Hours and rates were used for calculating lump sum fee only and will not be used for billing purposes.



BILLING AND PAYMENT

Billing shall be a single lump sum payment per the fee schedule upon delivery of the assessment report. The Engineer's billing date shall be consistent with the Client's billing date.

The total fee shall be proportioned to the tasks of the project according to the following schedule:

Task Item I:

Deliverable	100% of Project Fee
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Billing shall be based on the completion of the deliverable milestones listed above. If the deliverable milestone has not passed (as listed above) no bill will be sent out..

Payment is due within 30 days of the invoice date. Late payments shall accrue interest charges of 1% per month on the unpaid balance. All legal fees incurred in collecting past due amounts shall be reimbursed to Halff Associates.

In addition, if bills are not paid within 45 days, the Engineer may, after giving seven (7) days written notice, suspend services under this agreement until payment has been made to Engineer for all amounts past due.



ATTACHMENT C

APPROVED WORK/PROJECT SCHEDULE

ATTACHMENT "C"

TENTATIVE SCHEDULE - Depends on Contractor/County Inspector scheduling