

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

WORK AUTHORIZATION NO. 10

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 to the Owner, generally described as follows:

Provide extended Project Management / Program Management Services according to the Agreement and this Work Authorization ("**Services**") with reduced staffing according to the terms of the Fee Proposal letter from Program Manager to Hector Garcia dated April 3, 2025, which is attached as "**EXHIBIT A**," entitled "Fee Proposal for HCCS Phase 1 Extended PMCM Services, Addendum 10 - Effective 01 May 2025" ("**Proposal**").

The specific scope of Services to be provided by the Program Manager under this Work Authorization, and the manner in which they are provided, may be refined in consultation with, and to the extent agreed to by, the Owner during the Period of Service of this Work Authorization.

PART 2. PRICE

The Owner shall pay the Program Manager for the Services properly and timely provided according to the Proposal and properly documented. The Services shall be provided by the respective personnel listed, and at the rates indicated, in the Proposal for time actually spent in providing such Services. Such personnel and their defined roles on the Project shall not while employed by the Program Manager be changed during the time periods indicated in the Proposal without the prior written consent of the Owner. Such Services shall be provided as requested by the Owner or required by the Proposal. The estimated cost for the Services to be provided under the Proposal that are the subject of this Work Authorization is **\$50,000.00** per month on a Time, Expense, and Travel basis. If circumstances arise in which the Program Manager believes that this amount will be exceeded in providing the Services requested by the Owner or required, the Program Manager shall notify the Owner in writing not later than the earlier of: (a) the month prior to a month in which the estimated cost for such month will exceed \$50,000.00; or (b) within 48 hours of the time at which the cost during a month is expected to exceed

\$50,000.00 and reaches or exceeds \$40,000.00. Approved expenses incurred in performing the Services will be paid through the Program Manager at the direct cost charged to the Program Manager without markup. This monthly compensation provides full compensation for the Services performed under this Work Authorization.

PART 3. PAYMENT

Payment to the Program Manager for the Services required by this Work Authorization, which have been properly and timely performed, shall be made monthly for the prior month. The Program Manager shall be responsible for providing documentation of the charges and submitting an accounting of the hours spent and expenses incurred with each monthly invoice. The Program Manager shall invoice the County only for the resource time actually spent in one- quarter (1/4) hour increments.

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

The Services provided under this Work Authorization shall be provided from May 1, 2025, through the earlier of: (a) Final Completion of the Services as determined by the Owner; or (b) April 15, 2026, as provided in the Proposal (“**Period of Service**”). The Owner may at its option, and without cause, terminate this Work Authorization or suspend the Services.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

The Program Manager shall be responsible for properly and timely providing all Services under the Proposal and coordinating such services with the Owner, the services of the Architect and engineering consultants, the testing consultants, the Work of the Construction Manager and any other applicable Project stakeholders. 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 as provided in 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:

**Reviewed and recommended
by:**

**Reviewed and recommended
by:**

Reviewed and recommended

by:

Reviewed and recommended

by:

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 **April 15, 2025**

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 individual (s), 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.]

DRAFT

EXECUTED as of the day and year first written above.

APPROVED BY COMMISSIONERS' COURT ON APRIL 15, 2025.

Agenda Item No.: 99102

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

ATTACHMENT:
Exhibit A - Proposal

SUPPLEMENTAL SIGNATURES: