

EXHIBIT E

-Work Authorization

HIDALGO COUNTY
Professional Engineering Services
Agreement# C-17-125-05-16

WORK AUTHORIZATION NO. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **Chanin Engineering, LLC** professional engineers of **McAllen, Texas**, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the "engineering services" to provide **Refer to Exhibit "B"**

The scope of services to be provided by the **Owner** is identified in **EXHIBIT "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 **EXHIBIT "B" – Scope of Services to be provided by the Engineer** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is **\$ 7,500**. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "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 6** of the Agreement.

PART 4. FUNDING

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

Account No. **7-1200-431-00-121-005-0-334**

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 scopes of the work authorization.**

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 Precinct No.1**, as to content and detail of this **Work Authorization No. 1**.

HIDALGO COUNTY PRECINCT No. 1:

By: 
Hon. David Fuentes, Commissioner, Precinct 1

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on **05/16/17** as indicated below and effective as of **16th** day of **May, 2017**.

THE ENGINEER:
CHANIN ENGINEERING, LLC

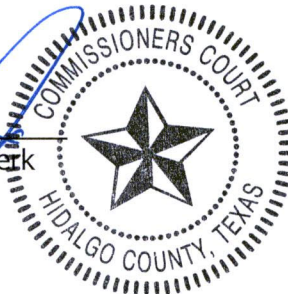
THE OWNER:
HIDALGO COUNTY

By: _____
Miguel Chanin, P.E.

By: 
Ramon Garcia, County Judge

ATTEST:

By: 
Arturo Guajardo Jr., County Clerk



APPROVED BY
COMMISSIONERS' COURT
ON: 5/16/17

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" - Cost Proposal

EXHIBIT 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 of Projects (as defined and more particularly identified in 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 coordination 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 projects.
- 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 the authorization to proceed with services on project by project basis through consulting design and construction Engineer.

EXHIBIT B

Scope of Services to be Provided by the Engineer

Project Understanding:

We understand the facility is an existing metal building structure at the Precinct 1 Maintenance Site.

We further understand the structure is approximately 70 feet by 100 feet in size.

We also understand the facility is currently not in use.

We understand the structural system is a pre-engineered metal building with a concrete foundation.

We also understand the current building materials include some CMU walls.

We understand the exterior walls and roof are framed with steel purlins and metal panels.

We further understand the client has a desire to re-occupy the building for office use.

We understand the client has concerns with the existing structural integrity of the building.

We understand our scope at this time will be to perform an analysis and assessment of the existing structural conditions and provide a professional opinion on the feasibility of retrofitting the existing structure for re-use. Our scope will include the following:

Phase 1- Kickoff and Mobilization

- 1) Initial site visit to assess existing condition

Phase 2 – Analysis

- 1) Structural Site Survey to obtain measurements and generate a set of structural as-built conditions.
- 2) AutoCAD generation of as-built conditions structural modeling and analysis to current building code.

Phase 3 – Report Generation

- 1) Generate written report with findings
- 2) Meet with client to discuss findings and possible options

Phase 4 – Deliverables

- 1) Written report
- 2) AutoCAD file with as-built drawings

EXHIBIT C

Work Schedule

Phase 1- Kickoff and Mobilization

- 1) Initial site visit to assess existing condition

Phase 2 – Analysis

- 3) Structural Site Survey to obtain measurements and generate a set of structural as-built conditions.
- 4) AutoCAD generation of as-built conditions structural modeling and analysis to current building code.

Phase 3 – Report Generation

- 3) Generate written report with findings
- 4) Meet with client to discuss findings and possible options

Phase 4 – Deliverables

- 3) Written report
- 4) AutoCAD file with as-built drawings

EXHIBIT D

Fee Breakdown/ Engineer's Contract Rates

Phase 1- Kickoff and Mobilization

- 1) Initial site visit to assess existing condition

Phase 2 – Analysis

- 1. Structural Site Survey to obtain measurements and generate a set of structural as-built conditions.

Classification	Hourly Rate	Hours	Total
T-3 Technician III	\$85.00	x 24	= \$2,040
C-3 CAD III	\$65.00	x 24	= <u>\$1,560</u>
			\$3,600

- 2. AutoCAD generation of as-built conditions structural modeling and analysis to current building code.

Classification	Hourly Rate	Hours	Total
C-3 CAD III	\$65.00	x 14	= \$910
E-1 Engineer in Training	\$75.00	x 20	= <u>\$1,500</u>
			\$2,410

Phase 2 Total \$6,010

Phase 3 – Report Generation

- 1. Generate written report with findings

Classification	Hourly Rate	Hours	Total
E-1 Engineer in Training	\$75.00	x 16	= \$1200

- 2. Meet with client to discuss findings and possible options

Classification	Hourly Rate	Hours	Total
E-5 Principal Engineer	\$145.00	x 2	= \$290

Phase 3 Total \$1,490

Phase 4 – Deliverables (to be submitted at client meeting on phase III)

- 5) Written report
- 6) AutoCAD file with as-built drawings

Total Professional Engineering Fee: \$7,500

<u>Engineering:</u>	<u>Hourly rate</u>
E-1 Engineer In Training 1	\$ 75.00
E-2 Engineer In Training 2	\$ 85.00
E-3 Project Engineer 1 *	\$125.00
E-4 Project Engineer 2 *	\$135.00
E-5 Principal Engineer *	\$145.00

Technicians:

T-1 Technician I	\$ 65.00
T-2 Technician II	\$ 75.00
T-3 Technician III	\$ 85.00

Computer Aided Drafting:

C-1 CAD I	\$ 45.00
C-2 CAD II	\$ 55.00
C-3 CAD III	\$ 65.00

Administrative:

A-1 Clerical	\$ 30.00
A-2 Accounts Payable/Billable	\$ 35.00
A-3 Office Manager/Executive Assistant	\$ 45.00

* Licensed professional engineer, unless noted otherwise.

The Basic Service fee shall be billed by monthly invoice based on project progress.

ENGINEERING AND TECHNICAL CLASSIFICATIONS

Engineering:

- E-1 Engineer in Training I - Graduate Engineer with 0-3 years experience, work under close supervision.
- E-2 Engineer in Training 2 - Graduate Engineer with 2-plus years experience, capable of carrying out assignments with minimum supervision, supervise drafting and layout work.
- E-3 Project Engineer 1 - Registered Engineer with 4-plus years experience, can handle moderately complex tasks with minimal supervision, supervise the work of other engineers and drafters.
- E-4 Project Engineer 2 - Registered Engineer with 6-plus years experience, can handle complex tasks with only general supervision, coordinates and supervises work of other engineers and drafters.
- E-5 Principal Engineer - Registered Engineer and possibly company officer, completely capable of handling and supervising all aspects of design and drawing production.

Technicians:

- T-1 Technician I - 5-plus years experience and/or education, capable of handling all drafting functions and simple engineering design and calculation tasks with some supervision.
- T-2 Technician II - 7-plus years experience and/or education, capable of handling all drafting functions with minimal supervision, can supervise the work of drafters.
- T-3 Technician III - 10-plus years experience and/or education, capable of handling all drafting add many engineering related tasks with little supervision, can supervise the work of drafters and technicians.

Computer Aided Drafting:

- C-1 Junior Drafter I - Capable of drawing tasks and tracing-type work, under close supervision of others.
- C-2 Drafter II - 2-plus years experience and/or education, handles many drafting tasks under supervision.
- C-3 Senior Drafter III - 3-plus years experience and/or education, handles most drafting tasks while exercising judgment on layout and planning, receives minimal supervision.

REIMBURSABLE EXPENSES

Reimbursable expenses are in addition to compensation for Basic and any Additional Services. These expenses include actual expenditures incurred in the interest of the Project for the expenses listed below:

- a) Expenses due to any asbestos remediation necessary or incurred from destructive testing performed during the Project.
- b) Expense of reproduction, postage, delivery, handling of drawings, photos, specifications, and other documentation.
- c) Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner will be charged at 1.5 times of hourly rates listed above.
- d) Expense of materials for structural sketches, models, mock-ups, binders, exhibit boards and other miscellaneous exhibits requested by the client.
- e) Expense of additional insurance coverage or limits including Professional Liability Insurance, requested by the Owner in excess of that normally carried by Chanin Engineering, LLC.
- f) Reimbursable expenses will be billed at actual cost X 1.1.

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8. **AI-59764** a. Acceptance and approval of a Professional Services Agreement # C-17-125-05-16 with Chanin Engineering, LLC for: [job specific] Project: "Sunset Facility Structural Analysis & Assessment" for Precinct No. 1;

APPROVED	b. Acceptance and approval of Work Authorization No. 1 (estimated cost of \$ 7,500.00) Chanin Engineering, LLC for: [job specific] Project: "Sunset Facility Structural Analysis & Assessment" for Precinct No. 1, in connection to agreement # C-17-125-05-16.
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C. Pct. 2

1. **AI-59870** a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service;
- b. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of professional engineering services providers for the Whalen Road Extension Project for Precinct No. 2;

	B2Z ENGINEERING	JAVIER HINOJOSA ENGINEERING	SOUTH TEXAS INFRASTRUCTURE
EVALUATOR NO. 1	98	95	97
RANKING			

c. Authority for the Purchasing Department to negotiate a professional services agreement with the No. 1 ranked firm of _____ for professional engineering services for the Whalen Road Extension Project for Pct 2.

2. **AI-59846** Acceptance and approval to execute the final form of a Professional Engineering Agreement (subject to legal counsel's review) with L&G Consulting Engineers, for "On-Call Geo-technical, Construction Materials Testing, and Inspection Services for Road and Bridge, CIP, and other Projects in General," for Pct 2, and as approved for negotiations on CC 4/18/17 and subject to compliance with HB23 and HB1295 [if and when applicable].

3. **AI-59844** a. Acceptance and approval to execute the final form of a Professional Engineering Agreement (subject to legal counsel's review) with L&G Consulting Engineers, for "On-Call Services for Road & Bridge, CIP, and other Projects in General," for Pct 2, and as approved for negotiations on CC 4/18/17 and subject to compliance with HB23 and HB1295 [if and when applicable];

b. Acceptance and approval of Work Authorization No. 1 (with an

2. **AI-59679** Ratification with acceptance and approval of the continuation of the "Retail Fuel Card Services-Contract #946-M3" with the Council on Competitive Government Cooperative [CCG] with and thru the State of Texas Comptroller's Office-Texas Procurement and Support Services [TPASS] with newly awarded vendor "U.S. Bank National Association" with ending date through April 30, 2019 with the option to extend three (3) additional one (1) year terms, thus allowing the County continuing the use of the retail fuel card services for emergency situations and/or travel outside the County.

3. **AI-59723**
 - A. Requesting approval to declare the items listed in Exhibit "A" (attached herein), office furniture, equipment, and vehicles as "Surplus" for the purpose of sale through online auction scheduled 06-07-2017 in accordance with Texas Local Government Code 263.152 (a)(1); AND, in the event "NO BIDS" received on either auction date;

 - B. Requesting authority to publish advertisement for the auction of surplus scheduled for 6-07-2017 including but not limited to Seized, Abandoned and Unclaimed Property.

B. Pct. 1

1. **AI-59763** Acceptance and approval of Certificate of Substantial Completion for Texas Cordia Construction contracted vendor for Paving & Drainage Improvements to Mile 11 North from (FM 1015 to Mile 1 West) as submitted by project engineer SAM Engineering & Surveying under Contract #C-16-279-0-06.

2. **AI-59766**
 - A. Certificate of Substantial Completion as Submitted by ASAGO LLC for Paving & Drainage Improvements for Mile 2 1/2 East Road;
 - B. Application for Payment No.5 (final) as submitted by ASAGO LLC in the amount of \$8,712.00 for the provision of Paving & Drainage Improvements for Mile 2 1/2 East Road under contract C-16-363-11-01.

3. **AI-59824** Requesting approval of the following for 2GS, LLC dba Earthworks Enterprise for FEMA Road & Drainage Improvements: Mile 11 North, Mile 13 ½ & Yvette Circle under Contract C-16-398-12-13:
 - A. Requesting acceptance and approval of Certificate of Substantial Completion by 2GS, LLC, dba Earthworks Enterprise, as submitted and recommended by project engineer LeFevre Engineering & Management Consulting, LLC reflecting the date of May 10, 2017.
 - B. Application for Payment No. 2 (Final) in the amount of \$319,802.69.



**AGENDA
HIDALGO COUNTY
COMMISSIONERS COURT
MEETING
May 16, 2017
9:30 A.M.**

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a **SPECIAL MEETING** of the Commissioners Court will be held in the Commissioners Courtroom of the Administration Building, 100 E. Cano, 1st floor, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

1. **Roll Call**
2. **Pledge of Allegiance**
3. **Prayer**
4. **Approval of Consent Agenda**
5. **County Judge's Office:**
 - A. **AI-59878** Approval of Proclamation to proclaim May 2017 as "Motorcycle Safety and Awareness Month" in Hidalgo County.
 - B. **AI-59606** Consideration and approval of a Proclamation declaring May 2017 as Elder Abuse Awareness Month.
 - C. **AI-59797** Discussion and approval of the Addendum to the Tax Abatement Agreement between Hidalgo County and South Texas Electric Cooperative, Inc. effective December 22, 2015 granting an 80% tax abatement in accordance with the agreement and the tax abatement guidelines.
6. **Constables:**

19. **Budget & Management:**

- A. **AI-59780** 2018 Budget Process:
 1. Presentation of 2018 Budget Process Calendar.
 2. Approval of 2018 Budget Development Criteria.
- B. **AI-59779** Approval to submit request for funds (unclaimed capital credits) from Texas Comptroller of Public Accounts as authorized under Section 74.602 of the Texas Property Code, with authority for County Judge to sign the letter request.
- C. **AI-59699** JAG (1282)/Auxiliary Court (1100):
 Ratification of effective date for the personnel action approved by CC on May 2nd, 2017, AI-59518, from 5/02/17 to 3/20/17.
- D. **Budget Appropriations:**
1. **AI-59788** Pct. 3 R&B (1200):
 Approval of 2017 appropriation of funds into Pct. 3 R&B (123-107 & 123-120) in the amount of \$191,141.40.
2. **AI-59804** Special Vehicle Inventory Fund (1246):
 Approval of 2017 appropriation of funds for the Special Vehicle Inventory Fund (1246) in the amount of \$102,377.67 to fund salaries, fringes, & operating expenses for calendar year 2017.

20. **Purchasing Department - Notes:**

A. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FORWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.

B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).

A. **Hidalgo County**

1. **AI-59685** Requesting approval for Hidalgo County to exercise it's option to terminate [under provision #2] as stated in the current service agreement with Drone Dynamics, LLC by providing a Thirty (30) Day written notice of termination.