

A.

Hidalgo County

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1. AI-89857 A. Discussion, consideration, and action on Work Authorization No.9 [as drafted & approved as to legal form by Hon. J. Hawkins, Porter Hedges] between Hidalgo County and Jacobs Project Management Services Co.[C-16-267A-07-25], for the provision of extending the Program, and Construction Management Services [as described in the document] in connection with the "Construction of the New Hidalgo County Courthouse" Project; Subject to Purchasing and Legal Counsel's final review/approval.
- B. Requesting authority for County Judge and/or Mr. Valde Guerra, Hidalgo County CEO, to sign required documents.

HIDALGO COUNTY

Program Management Services

Work Authorization Form

Contract # 16-267A-07-25

WORK AUTHORIZATION NO. 9

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 Project PMCM services under this Work Authorization ("**Services**") according to the terms of the Proposal letter from Jacobs to Hector Garcia dated February 16, 2023, which is attached as **EXHIBIT "A"**, entitled "Fee Proposal for HCCS Phase 1 Extended PMCM Services, Addendum 9" ("**Proposal**") and this Work Authorization.

The specific scope of Services to be provided by the Program Manager under this Work Authorization may be refined in consultation with the Owner during the term of the Work Authorization.

PART 2. PRICE

The County shall pay Program Manager for the Services properly and timely provided and documented. Such charges will be based upon the hourly rates stated in the Compensation and Payment Section in the Proposal for the requested and required Services provided by the respective personnel for time actually spent, up to and not exceed the maximum amount of One Hundred Thousand Dollars (\$100,000.00) per month. The Program Manager shall provide prompt written notice to the Owner in the event the Program Manager contends this amount may be exceeded for the Services the Program Manager considers necessary. Approved expenses will be paid through the Program Manager at the direct cost charged to the Program Manager. 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. The Program Manager shall be responsible for gathering documentation of the charges and submitting an accounting of the hours spent with each monthly invoice. The Program Manager will invoice the County only for the resource time actually spent in one-quarter (1/4) hour increments.

PART 4. FUNDING

This Work Authorization No. 9 shall be funded through funding source:
Account No. 3-1358-419-40-125-035-0-730
Requisition Number 00358174 (MUST BE INCLUDED AFTER CC APPROVAL)

PART 5. PERIOD OF SERVICE

Such extended Services shall be provided from February 1, 2023, through Final Completion of the Project, as provided in the Proposal, unless Owner at its option terminates this Work Authorization sooner.

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 services of the Architect, engineering consultants, testing consultants, the Works 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 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 March 07, 2023
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 MARCH 07, 2023. ms

Agenda Item No.: 89857

Executive Office: MS

THE PROGRAM MANAGER:
JACOBS PROJECT MANAGEMENT
SERVICES CO.

COUNTY:
COUNTY OF HIDALGO

Gerson L. Acosta

[Gerson L. Acosta \(Mar 16, 2023 07:41 MDT\)](#)

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

Richard F. Cortez

Hon. Richard F. Cortez, County Judge



ATTEST:

Arturo Guajardo Jr.

Arturo Guajardo, Jr., County Clerk

ATTACHMENT:
Exhibit A - Proposal

SUPPLEMENTAL SIGNATURES:



February 16, 2023

Hector Garcia
Hidalgo County
2802 S. Business Highway 281
Edinburg, TX 78539

via email

RE: Fee Proposal for HCCH Phase 1 Extended PMCM Services, Addendum 9

Dear Mr. Garcia:

Jacobs has brought Daniel McCart to the project to ensure the services that Hidalgo County requires at this critical juncture in the completion of the new Hidalgo County Court House. He is working closely with the County Leaders and Project Team to assess the status of the Hidalgo County Courthouse project. As you are aware, Daniel held a successful Partnering Session with all involved parties on January 26th. The meeting focused specifically on identifying the issues, building team trust, and advancing building construction to substantial completion. Based on outcomes of the Partnering Session, the team has progressed, yet still struggle with partnering and collaboration. The outcome has continued to show the main concern being the CM@R which necessitates, at the request of Hidalgo County, an extension of Jacobs' current contract through the completion of the project.

Below please find the price proposal to extend Jacobs' **Program and Construction Management Services Contract** through completion of the Court House Construction and Occupancy. The hourly rates for everyone on the team, to be billed on a T&M basis as requested, are provided in Compensation and Payment section below. Full detailed accounting will be provided with each invoice to detail hours used, and any expenses required, to fulfill the project requirements for occupancy.

Due to the complexity and status of the HCCH project, additional staff will be required. We propose the following staffing for success in the delivery of the facility:

- **Program Manager:** Daniel McCart –Full-time
- **Quality Assurance Manager:** Terry Kinler – Full-time
- **Quality Assurance Manager:** Saman Sinai - Support for Building Condition Assessment
- **Changer Order Analysis:** Dennis Maale – part-time
- **Two Project Engineers:** Anahi Florez and Patricia Guerrero, full-time
- **Project Controls:** Jayson Kissi –Full-time

Compensation and Payment:

Fees will not exceed \$100,000.00 per month, and will be charged on a Time & Materials basis, through the completion of the project.

1. Jacobs will submit monthly invoices for actual hours of work performed in the previous month starting February billing, through project completion, or as mutually agreed. Expenses will be billed at a direct cost as charged. Billing rates will increase at the rate of 4% beginning Jan, 2024 with the same annual rate increase each subsequent year.

Program Manager	Daniel McCart	\$250.00	February through December 2023
Quality Assurance Manager	Terry Kinler	\$145.00	February through December 2023
Quality Assurance Manager	Saman Sinai	\$198.00	February through April 2023
Changer Order Analysis	Dennis Maale	\$225.00	Service through February 28, 2023
Project Engineers	Anahi Florez	\$58.00	February through December 2023
	Patricia Guerrero	\$58.00	February through December 2023
Project Controls	Jayson Kissi	\$112.50	February through December 2023



Continuation of Work:

Jacobs will make the appropriate staffing accommodations indicated in this proposal upon receipt of this signed proposal, Commissioner's Court approval, execution of the agreement and/or issuance of Notice-to-Proceed, whichever occurs first.

Jacobs is also prepared to offer Litigation and Claims Support, as a Separate Scope of added service, based upon discussions during meetings with Hidalgo County Leaders, as a potential next step to help support the County.

We value Hidalgo County as a client and look forward to a continued, shared success with the completion of the Hidalgo County Courthouse. Should you have any questions regarding this proposal, please feel free to contact me via phone or email as indicated below.

Sincerely,

Daniel McCart

Daniel McCart CCM, PMP, PMI-SP | Program Manager

Cell: 443.388.6032 | daniel.mccart@jacobs.com

cc: Jim McLean – Jacobs
Phil Sheridan – Jacobs












WA No. 9 - Jacobs

Final Audit Report


2023-03-16


Created:	2023-03-08
By:	HECTOR GARCIA (HECTOR.GARCIA1@CO.HIDALGO.TX.US)
Status:	Signed
Transaction ID:	CBJCHBCAABAAjVx4KkcDiFLvqYWp_qe002_kwUVnEjx3


"WA No. 9 - Jacobs" History


-  Document created by HECTOR GARCIA (HECTOR.GARCIA1@CO.HIDALGO.TX.US)
2023-03-08 - 8:45:08 PM GMT
-  Document emailed to gerson.acosta@jacobs.com for signature
2023-03-08 - 8:48:57 PM GMT
-  Email viewed by gerson.acosta@jacobs.com
2023-03-08 - 8:56:52 PM GMT
-  Email viewed by gerson.acosta@jacobs.com
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-  Email viewed by gerson.acosta@jacobs.com
2023-03-14 - 3:02:39 PM GMT
-  Email viewed by gerson.acosta@jacobs.com
2023-03-15 - 3:29:58 PM GMT
-  Email viewed by gerson.acosta@jacobs.com
2023-03-16 - 1:40:04 PM GMT
-  Signer gerson.acosta@jacobs.com entered name at signing as Gerson L. Acosta
2023-03-16 - 1:41:45 PM GMT





-  Document e-signed by Gerson L. Acosta (gerson.acosta@jacobs.com)
Signature Date: 2023-03-16 - 1:41:47 PM GMT - Time Source: server


-  Document emailed to Monica Salinas (monica.salinas@co.hidalgo.tx.us) and margaret.mungia@co.hidalgo.tx.us for approval. One of them to approve
2023-03-16 - 1:41:50 PM GMT


-  Email viewed by Monica Salinas (monica.salinas@co.hidalgo.tx.us)
2023-03-16 - 3:02:11 PM GMT


-  Document approved by Monica Salinas (monica.salinas@co.hidalgo.tx.us)
Approval Date: 2023-03-16 - 3:03:50 PM GMT - Time Source: server


-  Document emailed to countyjudge@co.hidalgo.tx.us for signature
2023-03-16 - 3:03:52 PM GMT


-  Email viewed by countyjudge@co.hidalgo.tx.us
2023-03-16 - 3:04:19 PM GMT


-  Signer countyjudge@co.hidalgo.tx.us entered name at signing as Richard F Cortez
2023-03-16 - 5:10:02 PM GMT


-  Document e-signed by Richard F Cortez (countyjudge@co.hidalgo.tx.us)
Signature Date: 2023-03-16 - 5:10:04 PM GMT - Time Source: server


-  Document emailed to carolyn.thornton@co.hidalgo.tx.us for approval
2023-03-16 - 5:10:06 PM GMT


-  Email viewed by carolyn.thornton@co.hidalgo.tx.us
2023-03-16 - 5:46:11 PM GMT

-  Signer carolyn.thornton@co.hidalgo.tx.us entered name at signing as Carolyn Thornton
2023-03-16 - 8:28:50 PM GMT


-  Document approved by Carolyn Thornton (carolyn.thornton@co.hidalgo.tx.us)
Approval Date: 2023-03-16 - 8:28:52 PM GMT - Time Source: server

-  Document emailed to arturo.guajardo@co.hidalgo.tx.us for signature
2023-03-16 - 8:28:54 PM GMT


-  Email viewed by arturo.guajardo@co.hidalgo.tx.us
2023-03-16 - 8:32:28 PM GMT

-  Signer arturo.guajardo@co.hidalgo.tx.us entered name at signing as Arturo Guajardo Jr.
2023-03-16 - 8:33:13 PM GMT



 Document e-signed by Arturo Guajardo Jr. (arturo.guajardo@co.hidalgo.tx.us)


Signature Date: 2023-03-16 - 8:33:15 PM GMT - Time Source: server

 Document emailed to Carolyn Thornton (carolyn.thornton@co.hidalgo.tx.us) for approval

2023-03-16 - 8:33:18 PM GMT

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2023-03-16 - 8:40:41 PM GMT

 Document approved by Carolyn Thornton (carolyn.thornton@co.hidalgo.tx.us)

Approval Date: 2023-03-16 - 8:41:02 PM GMT - Time Source: server

 Agreement completed.

2023-03-16 - 8:41:02 PM GMT

Names and email addresses are entered into the Acrobat Sign service by Acrobat Sign users and are unverified unless otherwise noted.

