

HIDALGO COUNTY
Professional Engineering Services
Contract # C-06-251-08-15
Work Authorization Form

Work Authorization No. 3

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 1. of the Agreement made by and between the **HIDALGO COUNTY**, acting herein by and through Commissioner's Court, hereinafter called the "**Owner**," and, **R. GUTIERREZ ENGINEERING CORPORATION**, professional engineers of Pharr, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide general construction management services and construction staking services for the construction of the street and drainage improvements to McColl Road. A portion of this project is being constructed by County forces. The limits of the project are from Dicker Road to Orangewood Drive.

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 included in **Exhibit D – Proposed Fee**. The actual amount payable for services under this Work Authorization will be in accordance with Article 5.

PART 3. PAYMENT

Payment to the **Engineer** for the services established under this Work Authorization shall be made in accordance with Article 8.

PART 4. FUNDING

This Work Authorization No. 3 shall be funded through funding source:

Account No. _____

Requisition No. _____ (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 shall terminate upon completion of the scope of services of the work as provided in Article 3.

PART 6. RESPONSIBILITIES AND OBLIGATIONS


This Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

PART 7. ACCEPTANCE AND ACKNOWLEDGEMENT

This Work Authorization is hereby accepted and acknowledged as indicated below and effective as of ___ day of _____, 2007.

ENGINEER:

R. Gutierrez Engineering Corporation

By: 
Name: Ramiro Gutierrez, P.E.
Title: President

OWNER:

COUNTY OF HIDALGO

By: _____
Name: Hector "Tito" Palacios
Title: Commissioner Pct. No. 2

By: _____
Name: Ramon Garcia
Title: County Judge

LIST OF ATTACHMENTS

- EXHIBIT A – Services to be Provided by the Owner
- EXHIBIT B – Services to be Provided by the Engineer
- EXHIBIT C – Work Schedule
- EXHIBIT D – Fee Estimate

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EXHIBIT A
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 the **Project**.

General

The **Owner** will provide to the **Engineer** the following:

- (1) Payment for work performed by the **Engineer** and accepted by the **Owner** in accordance with Article 5 and Article 6, both of this Agreement.
- (2) Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, **State** and Federal agencies that the **Engineer** cannot easily obtain.
- (3) Provide any available relevant data the **Owner** may have on file concerning the project.
- (4) Provide timely review and decisions in response to the **Engineer's** request for information and/or required submittals and deliverables.
- (5) Attend and participate in progress meetings as required and as coordinated and conducted by the **Engineer**.

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EXHIBIT B
Services to be Provided by the Engineer

The following provides an outline of the services to be provided by the **Engineer** in the development of the **Project**.

The **Engineer** will provide to the **Owner** the following:

The **Engineer** shall render specific management and engineering services for the development of the **Project** and fulfillment of this Agreement as follows:

CONSTRUCTION PHASE

Construction Management and Support

The **Engineer** will provide engineering and support services for and during the construction of the **Project** by the **Owner**. Specific services for **CONSTRUCTION MANAGEMENT AND SUPPORT** by the **Engineer** will include the following:

Construction Bidding (required if **Owner** elects to use **Contractor** to perform the work)

- 1) The **Engineer** will furnish to the **Owner** the necessary copies of approved plans, specifications, notices to bidders, and proposals for construction services not performed by the **Owner**.
- 2) The **Engineer** will coordinate and conduct a Pre-Bid Conference for prospective bidders.
- 3) The **Engineer** will assist **Owner** the tabulation of bids, recommendations to the **Owner** as to the proper action on all bid proposals received, and the preparation of formal contract documents for the award of each construction contract.

Construction Contract Administration

- 4) In general, the Engineer will provide the management and engineering support/data required for consultation and advisement to the Owner and act as the Owners representative as provided in the General Condition of the Construction Contract.
- 5) The Engineer will coordinate and conduct a pre-construction conference with the Owner for construction services to be provided by Owner forces and with the Contractor on any Construction Contracts for services not constructed by the Owner.
- 6) Defects and Deficiencies. The Engineer will use his best efforts to protect the Owner against defects and deficiencies in the work of either Owner forces or the Contractor. The Engineer will promptly notify the Owner of any such defect or deficiency, and take all steps possible to require that the defect or deficiency be corrected.
- 7) Contractor Payment. The Engineer will take measurements and calculate quantities, in accordance with the construction contract specifications, of those items of work accepted and conforming to the construction contract specifications, for the preparation of the monthly and final estimates for payment to the Contractor.
- 8) The Engineer will provide Project site inspection of the construction activities as follows:
 - a) Project Engineer. The Engineer will provide visits by the Project Engineer or a competent representative of the Engineer to the site of construction for the purpose of monitoring the progress and conformance to the construction plans and specifications.
 - b) Resident Engineer and/or Construction Inspector(s). If requested and authorized by Owner, the Engineer will furnish the services of a Resident Engineer and/or Construction Inspector(s) for continuous on the site inspection of construction to monitor/inspect the daily progress and conformance to PS&E specifications.

Miscellaneous Technical Activities

- 9) Construction Staking. The Engineer will provide construction staking services for construction services performed by the Owner.
- 10) Shop Drawings. The Engineer will review and check all shop or working drawings furnished by the Owner or Contractor.

- 11) **Control of Materials & Equipment.** The Owner will hire an independent construction materials testing firm for the project. The Engineer will provide inspection of all materials and equipment furnished or used by the Owner or Contractor as follows:
 - a) Review and record all laboratory, shop and mill tests of materials and equipment for compliance with the construction contract specifications.
 - b) Observe and/or perform Project record testing and/or independent assurance testing performed by an independent construction materials testing firm as outlined in the construction contract specifications or as specified by the Engineer.
- 12) **Change Orders.** When applicable the Engineer will prepare the engineering data, including plan sheet drawings, specifications, and estimates, for the preparation of construction contract change orders, which may be required due to actual field conditions encountered or new requirements directed by the Owner.
- 13) **As Built Drawings.** The Engineer will develop as built drawings to depict the work as actually constructed. The Owner will be furnished two (2) set of prints.

R. Gutierrez
Engineering Corporation

McColl Road
Dicker Road to Orangewood Drive

EXHIBIT "C"

WORK SCHEDULE

	2007											
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
McCull Road II												
Construction Administration												
Construction Staking												

**R. GUTIERREZ ENGR CORP
SUMMARY**

**EXHIBIT D
Fee Proposal**

**McColl Road
Dicker Road to Orangewood Drive**

Payment for Services Provided under this Work Authorization will be on the basis of Salary Cost plus 10% and reimbursement for direct non-labor expense and subconsultant expense at invoice cost, in accordance with Article 5B of the Agreement for Professional Services (Contract # C-06-251-08-15) between Owner and Engineer.