

# R. Gutierrez Engineering Corporation

130 E. Park  
Pharr, TX 78577

Invoice Number: 2178  
Wednesday, February 28, 2007

## Invoice

To: Hidalgo County Precinct No. 2  
301 E. State St.  
Pharr, TX 78577  
Attention: Hector Palacios, Commissioner

**Project: ENG05.012a Eldora/1426 (Santana Subd/Nadia Street)**

Project Manager: Noe Saldivar  
Professional Services for the Period: 1/15/2007 to 2/28/2007

**Billing Group: 01 Phased Fixed Fee**

<u>Phase</u>	<u>Phase Fee</u>	<u>Percent of Total Fee</u>	<u>Percent Complete</u>	<u>Fee Earned</u>	<u>Prior Billing</u>	<u>Current Fee</u>
Preliminary Design	4,567.93	40.00	100.00	4,567.93	0.00	4,567.93
Final Design	4,567.93	40.00	100.00	4,567.93	0.00	4,567.93
Construction Phase	2,283.97	20.00	0.00	0.00	0.00	0.00
<b>Total Phases:</b>						<b>\$9,135.86</b>
<b>Phase Billing Totals:</b>						<b>\$9,135.86</b>

563459  
7-1311-431-00-122-~~253~~-0-334  
Reg. #85355

Billing Group Subtotal: 9,135.86

### **Project Totals:**

**\*\*\* Total Project Invoice Amount: \$9,135.86**

#### Billing Summary

	<u>Current</u>	<u>Prior</u>	<u>Total</u>
Professional Services:	\$9,135.86	\$0.00	\$9,135.86
Reimbursable Expenses:	\$0.00	\$0.00	\$0.00
Outside Services:	\$0.00	\$0.00	\$0.00
Other Services and Fees:	\$0.00	\$0.00	\$0.00
Finance Charges:	\$0.00	\$0.00	\$0.00
Taxes:	\$0.00	\$0.00	\$0.00
<b>Totals:</b>	<b>\$9,135.86</b>	<b>\$0.00</b>	<b>\$9,135.86</b>

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## R. Gutierrez Engineering Corporation

March 15, 2007

Hector "Tito" Palacios  
County Commissioner  
Hidalgo County Precinct No. 2  
301 E. State Street  
Pharr, TX 78577

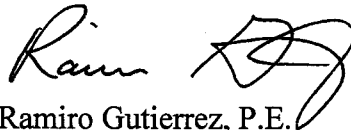
RE: Work Authorization No. 6 – Primavera I Subdivision – Construction Staking  
Project No. ENG06.019f

Dear Commissioner Palacios:

Enclosed are two original signature copies of a proposed Work Authorization No. 6 of the 2006 Road & Bridge Contract. This work authorization is for professional services associated with the Primavera I Subdivision BCAP project. The work consists of providing construction administration and construction staking services for the work to be performed by County forces.

Please place this Work Authorization No. 6 before Commissioners Court for approval and signature. Please return one original signature copy for my files. If you have any questions, please call me so that we may discuss them. You can call me at 956-782-2557 or on my mobile at 956-227-2154.

Sincerely,



Ramiro Gutierrez, P.E.  
President

encl

cc: Files

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

**Work Authorization No. 6**

**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 Primavera I Subdivision. A portion of this project is being constructed by County forces. The limits of the project are: All of Primavera I Subdivision (Hibiscus Drive, Rosie Street, Olive Street and Gardenia Street).

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. 6 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: Juan D. Salinas  
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

**HIDALGO COUNTY**  
**Professional Engineering Services**  
**Contract # C-06-251-08-15**

**Work Authorization No. 6**

**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**.

**HIDALGO COUNTY**  
**Professional Engineering Services**  
**Contract # C-06-251-08-15**

**Work Authorization No. 6**

**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 Contract Administration**

- 1) 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.
- 2) The Engineer will coordinate and conduct a pre-construction conference with the Owner for construction services to be provided by Owner forces.
- 3) Defects and Deficiencies. The Engineer will use his best efforts to protect the Owner against defects and deficiencies in the work of Owner forces. 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.

### **Miscellaneous Technical Activities**

- 4) Construction Staking. The Engineer will provide construction staking services for construction services performed by the Owner.
- 5) Shop Drawings. The Engineer will review and check all shop or working drawings furnished by the Owner or Contractor.
- 6) 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.
- 7) 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.

EXHIBIT "C"

WORK SCHEDULE

		2007											
		JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
	Primavera I												
	Construction Administration												
	Construction Staking												

**Fee Proposal**

**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.**