

HIDALGO COUNTY
Professional Engineering Services
Contract # C-07-358-09-04
Work Authorization Form

Work Authorization No. 9

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 engineering and surveying services in the development of the Anaya Road project. Hidalgo County desires to improve Anaya Road from a two-lane or unpaved county or road section to a 4-lane urban highway facility. The limits of work are from 10th Street on the west to McColl Road on the east. The length of the project is approximately 1.15 miles. The proposed work will consist of providing: preliminary engineering and schematic design, topographic and right-of-way surveying, right-of-way map and parcels preparation development for the project.

The project will be developed in two (2) parts. Part 1 will cover from 10th Street to just east of the Irrigation Canal, a distance of approximately 0.65 miles. Part 2 will cover from just east of the Irrigation Canal to McColl Road, a distance of approximately 0.5 miles. The project will be developed in accordance with a schedule and sequence that would allow the project to be constructed in a manner more advantageous to the **Owner**.

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 – Fee Estimate**. 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. 9 shall be funded through funding source:

Account No. 8-1202-431-00-122-006-0-731

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

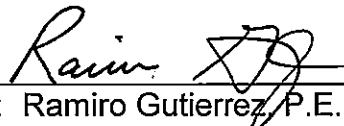
This Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

PART 7. ACCEPTANCE AND ACKNOWLEDGEMENT

This Work Authorization is hereby accepted and acknowledged as indicated below and effective as of ___ day of _____, 2008.

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

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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**.
- (6) Assist **Engineer** with obtaining permission to enter on properties for the purpose of surveying and engineering investigations for the project.

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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:

PHASE I – PRELIMINARY PHASE

The Engineer will perform, or provide for, professional engineering and surveying services for the preliminary engineering part of the development and upgrading of Anaya Road from a two-lane or unpaved county road section to a 4-lane urban highway facility. The Engineer will perform field surveying for the purpose of establishing vertical and horizontal control for the Project. The Engineer will perform detailed topographic surveying for use in developing the project. The Engineer will also provide an inventory of existing utility information and provide coordination with these utilities for their adjustment. The Engineer will develop a schematic of the proposed improvements.

Field Surveying. The Engineer will secure written permission to enter private property for the purpose of surveying and engineering investigations. The Engineer will establish primary Project control for field surveying by establishing horizontal and vertical control points, and perform a detailed topographic survey of the project. All surveying will be tied to the State Plane Coordinate System.

The Engineer will provide the following:

- 1) Vertical and Horizontal Control. Establish and stake the Project control centerline (baselines) and offset for the Project or portions of the Project. Establish vertical control by looping all benchmark (BM) circuits and tie to monument permanent BM elevation. BM's are to be set at approximately 1,000 ft. intervals, or at intervals appropriate to suit field conditions, using Global Positioning System (GPS) survey, and in a location that will be undisturbed by future construction.
- 2) Topography. Obtain topographic information surveyed for the length of the control centerline, as required; provide location (station and offset), size, height,

and depth and/or length and description of topographic features; to include, but not limited to the following: driveways, signs, light poles, mail boxes, all fences (including metal beam guard fence and turndowns), utilities (type, owner, location, and depth), riprap, existing right of way lines, private property lines, county and/or city limits, etc.. Drainage elements to include: flow lines and/or top of structures for drain pipes, inlets, manholes, other miscellaneous structures and ditches.

- 3) Design Centerline. Establish and stake the design centerline.

Utility Coordination/Inventory

- 1) The Engineer will develop utility layout sheets from schematics and incorporate utility information; identify all existing overhead and above ground utilities; identify all existing underground utilities; document all information on utility layout sheets; identify potential conflicts. The layout sheets will be reproducible drawings (11" X17") with the following information:
 - a) Existing and/or proposed right of way lines
 - b) Benchmark data
 - c) Existing and proposed drainage system(s)
 - d) Location and size of utility
 - e) Limits of existing casing pipe
 - f) Name of the owner/company
- 2) The Engineer will coordinate utility adjustments with Owner and all affected utility owners as necessary.

Schematic Design. The Engineer will develop a final schematic design of the proposed project improvements. A maximum of two (2) different preliminary schematic designs will be developed and presented to the Owner. From the comments received from the Owner one (1) final schematic design will be developed. The Project is divided into three (3) parts and those will be identified in the final schematic design.

ADDITIONAL SERVICES

The Right-of-Way Mapping and Parcels, and Geotechnical Investigation work will be considered as an additional service as stipulated in the Agreement.

Right - Of - Way Mapping and Parcels

The Engineer will develop a right-of-way map for the Owner to use in acquiring the necessary parcels to implement the project. Procedures followed will be those

satisfying TxDOT requirements for federally funded projects and utilized by the Owner. The surveyor will utilize ownership information obtained from an independent contractor or provided by the Owner in developing the right-of-way map. The surveyor will perform field surveying to establish the existing and proposed right-of-way lines and easement boundaries. The surveyor will prepare field notes and parcel sketches, signed and sealed by a Registered Professional Land Surveyor, for each parcel to be acquired. The surveyor will perform any necessary revisions to the right-of-way map, field notes and parcel sketches as required to complete the project.

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EXHIBIT C
Work Schedule

The schedule for the work in this Work Authorization shall commence on the date of execution of this Work Authorization and continue for:

(1) a period which may reasonably be required for the preliminary engineering design for the Project including the various parts, phases, any extra work and any required additions thereto; or

(2) a period extending 12 months after the completion of the services called for as described in Exhibit B of this Work Authorization, which ever may be pertinent, in case construction is not commenced.

The final acceptance by the Owner of each phase of work on the Project shall serve as evidence of completion of that phase of work on the Project.

TASK	PART 1 - CONTRACT AMOUNT	PART 2 - CONTRACT AMOUNT	TOTAL
Basis for Engineering Fee based on Article 5A of Contract			
Project Estimated Construction Cost	\$1,604,085	\$758,340	\$2,362,425
Engineering Services Fee (8% of Construction Cost)	\$128,327	\$60,667	\$188,994
Topographic Survey Services Fee (2.5% of Construction Cost)	\$40,102	\$18,959	\$59,061
Basic Fee (Prelim Eng, Design & Construction Services Fee)	\$168,429	\$79,626	\$248,055
PART I - PRELIMINARY ENGINEERING (50% of Basic Fee)	\$84,214	\$39,813	\$124,027
TOPOGRAPHIC SURVEY (40% of Prelim Eng Fee)	\$33,686	\$15,925	\$49,611
SCHEMATIC DESIGN (60% of Prelim Eng Fee)	\$50,529	\$23,888	\$74,416
SUB-TOTAL (Prelim Eng Fee)	\$84,214	\$39,813	\$124,027
PART II - RIGHT-OF-WAY MAP (Add'l Services)	\$8,400	\$8,400	\$16,800
OBTAIN TITLE REPORTS (Est 12 Parcels) (@ \$600.00/Parcel)	\$2,400	\$2,400	\$4,800
DEVELOP PARCELS & R.O.W. MAP (Est 12 Parcels) (@ \$1,500.00/Parcel)	\$6,000	\$6,000	\$12,000
SUB-TOTAL (R.O.W. Map Fee)	\$8,400	\$8,400	\$16,800
TOTAL	\$92,614	\$48,213	\$140,827