

HIDALGO COUNTY
Professional Engineering Services
Contract # C-08-381-09-16
Work Authorization Form

Work Authorization No. 7

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 Red Barn Subdivision project. A portion of this project is being constructed by County forces. The project is located on Raul Longoria Road, north of San Juan, Texas.

The scope of services to be provided by the **Owner** is identified in **Attachment 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 **Attachment 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 not to exceed **\$6,000.00.** A detailed breakdown of the amount to be paid is more particularly described in **Attachment D – Proposed Fee**. The actual amount payable for services under this Work Authorization will be in accordance with Article 6.

PART 3. PAYMENT

Payment to the **Engineer** for the services established under this Work Authorization shall be made in accordance with Article 9.

PART 4. FUNDING

This Work Authorization No. 7 shall be funded through funding source:

Account No. 9-1202-431-00-122-006-0-734

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 4.

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

OWNER:

COUNTY OF HIDALGO

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

By: _____
Name: Juan D. Salinas
Title: County Judge

LIST OF ATTACHMENTS

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

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ATTACHMENT 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 6 and Article 9 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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ATTACHMENT 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 construction management 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 Management and 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 provide detailed information to assist the **Owner** in construction of the project in accordance with the project plans and specifications. The **Engineer** will also assist the **Owner** by providing detailed instructions on how to construct various items of the project.
- 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.** At the Owner's request, the Engineer will provide construction staking services for construction services performed by the Owner.
- 5) **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 new requirements directed by the Owner.
- 6) **Design Changes.** When applicable, the Engineer will prepare the engineering data, including plan sheet drawings, specifications, and estimates, for changes in the design of the project, which may be required due to new requirements directed by the Owner.

ATTACHMENT "C"

WORK SCHEDULE

		2009											
		JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Red Barn Subdivision													
Construction Administration													
Construction Staking													

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ATTACHMENT D
Fee Proposal

Payment for services provided under this Work Authorization will be on the basis of hourly rates established and identified herein plus 10% and reimbursement for direct non-labor expenses established and identified herein plus 10% and sub-consultant expense at invoice cost plus 10%.

LABOR HOURLY RATES:

Position/Title	FY 2008 Hourly Rate	FY 2009 Hourly Rate
Principal	\$ 282.92/HR	\$ 291.41/HR
Project Manager	\$ 202.09/HR	\$ 208.15/HR
Senior Engineer	\$ 145.50/HR	\$ 149.87/HR
Engineer/RPLS	\$ 113.17/HR	\$ 116.57/HR
Graduate Engineer	\$ 97.00/HR	\$ 99.91/HR
Senior Engineering Tech	\$ 84.08/HR	\$ 86.60/HR
CADD-Design Technician	\$ 67.26/HR	\$ 69.28/HR
Clerical	\$ 61.44/HR	\$ 63.28/HR
Survey Crew	\$137.82/HR	\$141.95/HR

NON-LABOR EXPENSES:

Mileage (in State)	\$ 0.58 / mile
Car Rental (in State)	At Cost
Lodging (in State)	At Cost
Meals (in State)	At Cost
Air Travel	At Cost
All Expenses for Out-of-State Travel	At Cost
Overnight Carrier Cost	\$ 20 / letter
Copies (8 1/2" x 11")	\$.15 / copy
Bond Plots	\$ 0.75 / Sq Ft
Color Plots	\$ 2.00 / Sq Ft
Mylar Plots	\$ 2.50 / Sq Ft

R. Gutierrez Engineering Corporation

February 11, 2009

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

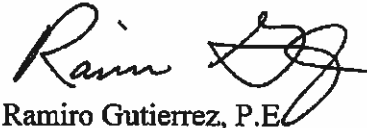
RE: Work Authorization No. 7 – Red Barn Subdivision – Construction Administration & Staking
Project No. ENG08.024g

Dear Commissioner Palacios:

Enclosed are two original signature copies of a proposed Work Authorization No. 7 of the 2008 Road & Bridge Contract. This work authorization is for professional services associated with the Red Barn Subdivision BCAP project. The work consists of providing construction administration and construction staking services for the work to be performed by County forces.

If this Work Authorization No 7 meets your approval, please place it 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

