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

Work Authorization No. 5

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 Eldora Gardens Subdivision project. A portion of this project is being constructed by County forces. The project is located in 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 **\$8,000.00.** 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.

RECEIVED
Yolie Jackson

OCT 15 08

Hidalgo County
PRECINCT #2

PART 4. FUNDING

This Work Authorization No. 5 shall be funded through funding source:

Account No. 8-1202-431-00-122-006-0-841

Requisition No. 143866 (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 "Tito" Palacios
Name: Hector "Tito" Palacios
Title: Commissioner Pct. No. 2

By: Juan D. Salinas
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, 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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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

	2008							2009					
	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	
Eldora Gardens 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 ½" x 11")	\$.15 / copy
Bond Plots	\$ 0.75 / Sq Ft
Color Plots	\$ 2.00 / Sq Ft
Mylar Plots	\$ 2.50 / Sq Ft

K. Colonia Access Program Pct. 2

1. Presentation for consideration, discussion, acceptance, and approval of Work Authorization No. 3 (with a estimated cost of \$12,000.00) for "RSW Unit #1 Subdivision"; Work Authorization No. 4 (with a estimated cost of \$3,000.00) for "Tiny Acres Subdivision"; and Work Authorization No. 5 (with a estimated cost of \$8,000.00) for Eldora Gardens Subdivision, with R. Gutierrez Engineering for the provision of engineering related services to Hidalgo County Precinct No. 2. C-08-381-09-16

On motion of Commissioner Palacios, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

L. Colonia Access Program Pct. 3

1. Presentation for consideration, discussion acceptance and approval of Work Authorization #3 (with a proposed fee of \$68,956.25) with L & G Engineering Laboratory, LLC to provide Construction Material Testing Engineer services to Hidalgo County Precinct No. 3 for the remainder of Border Colonia Access Program-Round II Projects.

On motion of Commissioner Palacios, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

M. Sheriff's Office

1. Presentation for discussion, acceptance, and approval of the final negotiated agreements (previously reviewed by legal counsel) including acceptance of the "best and final offer" (BAFO) with "Orion Communications, Inc." for RFP NO: 2008-Hidalgo County Sheriffs Office-Police Administration Software.

On motion of Commissioner Palacios, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval.

N. Auditor's Office

1. Requesting authority to purchase computer equipment, software and/or peripherals through our membership/participation with (TCPN) The Cooperative Purchasing Network with the following awarded vendor-CDW Government TCPN R-4713 through requisition #141682 in the amount of \$7,266.93

On motion of Commissioner Palacios, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval.