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## R. Gutierrez Engineering Corporation

February 26, 2010

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

RE: Work Authorization No. 4 – South Tower Estates Construction Administration and  
Construction Staking  
Project No. ENG09.022D

Dear Commissioner Palacios:

Enclosed are two original signature copies of a proposed Work Authorization No. 4 of the 2009 Road & Bridge Contract. This work authorization is for professional services associated with the construction administration and construction staking services to be provided to the county for work being constructed by Precinct 2 forces.

If this Work Authorization No. 4 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

**HIDALGO COUNTY**  
**Professional Engineering Services**  
**Contract # C-09-419-10-27**  
**Work Authorization Form**

**Work Authorization No. 4**

**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 South Tower Estates Subdivision project. A portion of this project is being constructed by County forces. The project is located on Tower Road, north of Rancho Blanco Road, south of Alamo, 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. 4 shall be funded through funding source:

Account No. 0-1202-431-00-122-XX-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 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 \_\_\_\_\_, 2010.

ENGINEER:

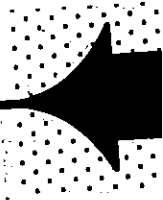
R. Gutierrez Engineering Corporation

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

OWNER:

COUNTY OF HIDALGO

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



By: \_\_\_\_\_  
Name: Rene A. Ramirez  
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 – Proposed Fee

**HIDALGO COUNTY**  
**Professional Engineering Services**  
**Contract # C-09-419-10-27**

**Work Authorization No. 4**

**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**.

**HIDALGO COUNTY**  
**Professional Engineering Services**  
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**Work Authorization No. 4**  
**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**

| 2010                           |     |     |     |     |     |     |     |     |     |     |     |     |
|--------------------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
|                                | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC |
| <b>Morning Sun Subdivision</b> |     |     |     |     |     |     |     |     |     |     |     |     |
| Construction Administration    |     |     |     |     |     |     |     |     |     |     |     |     |
| Construction Staking           |     |     |     |     |     |     |     |     |     |     |     |     |
|                                |     |     |     |     |     |     |     |     |     |     |     |     |
|                                |     |     |     |     |     |     |     |     |     |     |     |     |

**HIDALGO COUNTY**  
**Professional Engineering Services**  
**Contract # C-09-419-10-27**

**Work Authorization No. 4**

**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          | Hourly Rate  |
|-------------------------|--------------|
| Principal               | \$ 291.41/HR |
| Project Manager         | \$ 208.15/HR |
| Senior Engineer         | \$ 149.87/HR |
| Engineer/RPLS           | \$ 116.57/HR |
| Graduate Engineer       | \$ 99.91/HR  |
| Senior Engineering Tech | \$ 86.60/HR  |
| CADD-Design Technician  | \$ 69.28/HR  |
| Clerical                | \$ 63.28/HR  |
| Survey Crew             | \$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 |