
R. Gutierrez Engineering Corporation – Firm #486

April 24, 2012

Hector "Tito" Palacios
County Commissioner
Hidalgo County Precinct No. 2
300 W. Hall Acres, Suite G
Pharr, TX 78577

RE: Work Authorization No. 3–Minnesota Road – Right-of-Way Parcels
Project No. ENG11.103

Dear Commissioner Palacios:

Enclosed are two original signature copies of a proposed Work Authorization No. 3 of the 2011 Road & Bridge Contract. This work authorization is for professional services associated with the Minnesota Road Parcels and Metes & Bounds surveys for right-of-way for the proposed Minnesota Road Improvements project. Payment for services under this work authorization will be based on the actual number of boundary surveys completed and title reports obtained.

If this Work Authorization No. 3 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-11-310-01-24
Work Authorization Form

Work Authorization No. 3

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 professional engineering and surveying services related to the obtaining of right-of-way along Minnesota Road with limits from North "I" Road on the west to Rodriguez Street on the east. The **Engineer** will perform boundary surveying services for developing right-of-way parcels for acquiring the necessary additional right-of-way to accomplish the proposed improvements.

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 included 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. 3 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 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 _____, 2012.


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: Ramon Garcia
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

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

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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 scope of work will consist of boundary surveying services needed for developing the proposed Minnesota Road project. The work includes the preparation of right-of-way parcels for use in the acquisition of the necessary right-of-way to accomplish the proposed roadway and drainage improvements.

Boundary Surveying Services. The Engineer, utilizing the services of a Registered Public Land Surveyor, will perform boundary surveys to develop right-of-way parcels for the Owner to use in acquiring rights to the property. The surveyor will utilize ownership information obtained from an independent contractor in developing the right-of-way parcels. The surveyor will perform field surveying to establish the existing boundary lines and easement boundaries. The surveyor will prepare field notes and parcel sketches, signed and sealed by a Registered Professional Land Surveyor, for the property surveyed. The surveyor will perform any necessary revisions to the boundary survey, field notes and parcel sketches as may be required. The surveyor will also develop a right-of-way map of the proposed roadway improvements.

Miscellaneous. The Engineer will utilize the services of an independent contractor to obtain Title Reports of the tracts of land which will be subject to right-of-way acquisition. Hidalgo County will assist the engineer in obtaining the right-of-entry from the affected property owners.

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ATTACHMENT 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 performing the topographic and boundary surveying services called for as described in Attachment B of this Work Authorization including 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 Attachment B of this Work Authorization.

The final acceptance by the Owner of the services called for as described in Attachment B of this Work Authorization shall serve as evidence of completion of the work on this Work Authorization.

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**ATTACHMENT D
Proposed Fee**

TASK	COST
Boundary Survey Services Fee	
BOUNDARY SURVEY (Est. 4 Parcels @ \$2,400 per Parcel)	\$9,600
TITLE REPORTS (Est. 4 Title Reports @ \$600.00 per Title Report)	\$2,400
TOTAL (Suveying Services Fee)	\$12,000

Note: Boundary Surveying will be billed for the actual amount of Parcels surveyed at the rate of \$2,400 per Parcel and \$600 per Title Report.