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## R. Gutierrez Engineering Corporation – Firm #486

May 14, 2012

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

RE: Agreement for Professional Services Contract No.: C-05-229-06-21  
Work Authorization No. 2 – Tower Road – Special Services  
Project No. ENG05.015b

Dear Commissioner Palacios:

As part of the process of submitting an IBWC permit application for a new floodway crossing, a clearance from various State and Federal agencies is needed. We have submitted letters explaining the proposed project to Texas Parks & Wildlife Department, U.S. Army Corps of Engineers, the Texas Historical Commission, and the U.S. Fish & Wildlife Department. The U.S. Fish & Wildlife Department raised some concerns and in order to address them, a detailed Threatened and Endangered Species evaluation by a biologist is required.

I have obtained a proposal from Ambiotec Engineering Group out of Harlingen, Texas, for their performing the required evaluation and to prepare a response to the U.S. Fish & Wildlife Department. Their proposal is for \$4,770.00. A copy of their proposal is attached.

According to our professional services contract, Article 5B, Special Services, Part 8, investigations involving detailed environmental studies for obtaining permits from various governmental agencies is to be compensated at a negotiated fee or subcontract expense plus 10% service charge. In this case, I am requesting approval for the compensation for this work to be at the subcontract expense of \$4,770.00 plus 10% (\$477.00) for a total compensation of \$5,247.00. A copy of the pertinent sections of our professional services contract are attached.

If this meets your approval, please provide written approval so that we may proceed with the process of obtaining the IBWC permit. 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



AMBIOTEC  
ENGINEERING  
GROUP™

1101 East Harrison Avenue  
Harlingen, Texas 78550  
956-423-7807  
956-423-7905 fax  
www.ambiotec.com

VIA EMAIL

May 8, 2012

Mr. Ramiro Gutierrez, P.E.  
R. Gutierrez Engineering Corporation  
130 E. Park Ave.  
Pharr, Texas 78577  
Email: [rgutierrez@rgec.net](mailto:rgutierrez@rgec.net)

Re: Proposal for Environmental Services  
Tower Road Bridge Project  
Alamo, Texas  
AEC Proposal No.: 4960-0512

Dear Mr. Gutierrez:

Ambiotec Environmental Consultants, Inc. (AEC) is pleased to submit the following proposal to perform environmental services relating to the above referenced project. The purpose of the project is to address environmental concerns noted by the U.S. Fish and Wildlife Service (USFWS) and the Texas Parks and Wildlife Department (TPWD) relating to wildlife habitat that may be affected by proposed construction activities at the site. A Threatened and Endangered Species evaluation (Section 7) and development of best management practices (BMPs) are required by both agencies. The proposed scope of work, budget, and anticipated work schedule are outlined below.

**SCOPE OF WORK**

**Task 1.0 Field Survey**

Ambiotec will perform a comprehensive field survey to identify potential habitat for threatened and/or endangered plant and animal species in accordance with the USFWS' *Consultation Handbook*.

**Task 2.0 Section 7 Evaluation**

Using the field data obtained during Task 2.0, Ambiotec will perform an evaluation of the proposed project area for impacts to threatened and endangered species in accordance with Section 7 of the Endangered Species Act of 1973. Ambiotec will evaluate the **67 species** listed in the USFWS and Texas Parks and Wildlife Department (TPWD) databases for Hidalgo County, Texas. If the evaluation indicates that any of the species may be affected by the proposed construction activity, Ambiotec would make

recommendations to IBWC for performing a formal Section 7 consultation with USFWS. Formal Section 7 consultation would result in further USFWS review of the project and may require additional actions necessary to ensure protection of vulnerable species.

**Task 3.0 BMP Development**

Ambiotec will develop best management practices (BMPs) to be used during the proposed construction activities. Issues to be addressed will include: migratory bird protection, reptile/amphibian protection, vegetation clearing, beneficial landscaping, erosion/sedimentation prevention, equipment storage, and contractor awareness.

**Task 4.0 Prepare Response to USFWS**

Ambiotec will prepare a letter to USFWS for informal review to address issues/concerns stated in their letter of April 5, 2012. The response letter will include descriptions of the proposed construction project, any habitat and/or vegetation that will be cleared, and types of habitats that may be impacted by the proposed project. In addition, the letter will include: a discussion of the field methods, findings and conclusions of the Section 7 evaluation; an outline of BMPs to be incorporated into the construction work plan; and attachments such as proposed construction layout maps and project area photographs.

**PROPOSED BUDGET**

AEC proposes to carry out the above services for a fixed fee of \$4,770.

**SCHEDULE**

AEC is prepared to initiate this project immediately upon authorization to proceed and will be completed in approximately 2-3 weeks.

We appreciate the opportunity to submit this proposal. We look forward to the possibility of working with you. If you have any questions, please call me at (956) 423-7807.

Sincerely,

AMBIOTEC ENVIRONMENTAL CONSULTANTS, INC.



Marc Haws, P.G.  
Sr. Consultant

**AGREEMENT FOR PROFESSIONAL SERVICES  
C-05-229-06-21**

**THIS AGREEMENT** is made, entered into and executed as of the 30th day of June 2005 by and between the **COUNTY OF HIDALGO**, acting herein by and through the Hidalgo County Commissioners Court, hereinafter called the "Owner" and **R. Gutierrez Engineering Corporation**, a Texas Corporation, professional engineers, of Pharr, Texas, hereinafter called the "Engineer".

**WHEREAS**, the Engineer desires to provide engineering services to Hidalgo County Precinct No. 2 to develop various road and bridge, right of way, sanitation, parks projects and environmental assessments type projects for such Precinct No. 2 for a period of one year, beginning on the effective date of the Agreement.

**NOW, THEREFORE**, in consideration of the premises and the mutual agreements herein set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner and Engineer hereby agree as follows

**ARTICLE 1. Employment of Engineer.** Engineer agrees to perform professional engineering services as assigned by Owner for and on behalf of Owner for a period of one year, beginning on the effective date of this Agreement, and for as long thereafter as is necessary to complete the projects assigned to Engineer, as further specified in Article 3. During the one-year term of this Agreement, Owner may assign to Engineer work related to road and bridge, right-of-way, sanitation, parks and environmental assessments type projects (each herein referred to as a "Project") to be undertaken by Owner's Precinct No. 2. The general scope of services which

to existing facilities and to the Project.

**ARTICLE 5A. Fees.** For and in consideration of the services to be rendered by the Engineer, the Owner shall pay Engineer a percentage fee equal to 8 % of construction costs for engineering services and an additional 2 ½ % of construction costs for the additional services of topographic surveying work and elevation determination for the Preliminary, Design and Construction Phases of the work. At Engineer's completion and Owner's approval of Engineer's services under the Preliminary Phase as defined in Article 2 hereof, Owner shall pay, in accordance with Article 8 hereof, 50% of the fees for engineering services and topographic surveying work based on the Engineer's estimated construction costs. At Engineer's completion and Owner's approval of the Engineer's services under the Design Phase, as defined in Article 2 hereof, Owner shall pay 30% of the fees for Engineering Services and topographic surveying work based on the lowest responsible and qualified bid for the Project. At Engineer's completion and Owner's approval of the Engineer's services under the Construction Phase as defined in Article 2 of this Agreement, Owner shall pay the remainder due for of the Engineering services and topographic surveying work based on the actual construction cost of the Project. . If no contract is awarded, or if no proposals or bona fide bids are received, the Engineer shall be paid for the Design Phase as though Engineer had completed the Design Phase and Owner shall have no further liability to Engineer for any such particular Project under this Agreement.

**B. Services Not Included in Above Fees:** The fees above described shall provide compensation to the Engineer for all services called for under this Agreement to be performed by him, or under his direction, except the services set forth below. These excluded services, and the compensation to be paid by the Owner to the Engineer for their performance as required, are as follows:

## SPECIAL SERVICE

1. Actual performance of test borings and other foundation investigations and related analysis, and detailed mill shop and/or laboratory inspection of materials and equipment.
2. Services of resident engineer or inspector if required by Owner.
3. Additional copies of reports and additional blue print copies of drawings and specifications over 5.
4. Extra travel required of the Engineer and authorized by the Owner to points outside of Hidalgo County other than from Engineer's office to and in between the Project Location.
5. Assistance to the Owner as expert witness in any litigation with third parties, arising from the development or construction of the Project.
6. Investigations involving detailed consideration of operation, maintenance and overhead expenses; and (unless otherwise agreed) the preparation of rate schedules, earning and expense statements, feasibility studies, appraisals, valuations, and material audits or inventories required for certification of force account construction performed by Engineer.
7. Right-of-Way title research, mapping and surveying for Right-of-Way acquisition, preparation of field notes for Right-of-Way acquisition.
8. Investigations involving detailed environmental studies for obtaining permit from various governmental agencies as may be required to approve project.
9. Preparation of subdivision plat, application, conceptual utility plan, drainage report and attending meetings as necessary to obtain preliminary and final plat approval. Preparation of construction documents for public improvements that may be needed for obtaining subdivision plat approval.
10. Detailed construction staking and project administration for projects as requested by the owner.

## Basis of Compensation

1. (1) Furnished directly by Owner or (2) By Engineer at salary cost plus 10% and reimbursement for direct non-labor expense and subcontract expense at invoice cost plus a 10% service charge.
2. Owner will employ the resident engineer or inspector and directly pay all costs such as salary and other related expenses to any such person or persons employed by owner in such capacity.
3. Salary cost plus 10% and reimbursement for direct non-labor expense and subcontract expense at invoice cost.
4. At rates authorized by Hidalgo County for its County Officials.
5. At rates authorized by Hidalgo County for its County Officials.
6. Salary cost plus 10% and reimbursement for direct non-labor expense and subcontract expense at invoice cost.
7. (1) Furnished directly by Owner or (2) By Engineer at salary cost plus 10% and reimbursement for direct non-labor expense and subcontract expense at invoice cost plus a 10% service charge.
8. By Engineer at negotiated fee or subcontract expense plus 10% service charge.
9. By Engineer at negotiated fee or subcontract expense plus 10% service charge.
10. Salary cost plus 10% and reimbursement for direct non-labor expense and subcontract expense at invoice cost.

