
R. Gutierrez Engineering Corporation – Engineering Firm #486
Surveying Firm #10165000

June 23, 2015

Eduardo “Eddie” Cantu
County Commissioner
Hidalgo County Precinct No. 2
300 W. Hall Acres, Suite G
Pharr, TX 78577

RE: Supplemental Agreement No. 5 – Southfork Drainage Lateral
Project No. ENG07.032L

Dear Commissioner Cantu:

We are continuing to provide the full time inspection services as required by the International Boundary & Water Commission (IBWC) for the construction of the additional gated structures at the South Floodwater Channel’s outfall into the IBWC floodway. However, the construction of this project is taking longer than anticipated. The contractor appears to be about 50% complete with the construction and we have already used up about 75% of the time estimated for inspection services.

Additional funds are needed to allow us to continue our inspection services uninterrupted through construction completion. I am submitting a proposed Supplemental Agreement No. 5 which doubles the fee estimate for **Part VI – Special Services (Full Time Inspection)**. Keep in mind that these inspection services will be billed for the actual amount of time of inspection and actual number of trips to the project. Therefore, the quicker the contractor finishes the construction, the lower the inspection fee will be.

Enclosed are two original signature copies of the proposed Supplemental Agreement No. 5 to Work Authorization No. 12 of the 2007 Road & Bridge Contract. If this Supplemental Agreement No. 5 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

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**SUPPLEMENTAL AGREEMENT NO. 5
TO WORK AUTHORIZATION NO. 12
Contract No. C-07-358-09-04**

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions 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".

WHEREAS, OWNER and ENGINEER executed Work Authorization No. 12 to Contract No. C-07-358-09-04, on the 9th day of September 2008, to provide engineering and surveying services for the preliminary engineering, final design, and construction phase services for the improvement of an existing Hidalgo County Irrigation No. 2 drain ditch. Hidalgo County Drainage District No. 1 will take over the responsibility for the drain ditch and requires the ditch be upgraded, and it has now become necessary to revise the scope of work to include additional services;

WHEREAS, OWNER and ENGINEER executed Supplemental Agreement No. 1 to Work Authorization No. 12 to Contract No. C-07-358-09-04, on the 12th day of May 2009, and it has now become necessary to further revise the scope of services;

WHEREAS, OWNER and ENGINEER executed Supplemental Agreement No. 2 to Work Authorization No. 12 to Contract No. C-07-358-09-04, on the 26th day of May 2009, and it has now become necessary to further revise the scope of services;

WHEREAS, OWNER and ENGINEER executed Supplemental Agreement No. 3 to Work Authorization No. 12 to Contract No. C-07-358-09-04, on the 26th day of February, 2013, and it has now become necessary to further revise the scope of services;

WHEREAS, OWNER and ENGINEER executed Supplemental Agreement No. 4 to Work Authorization No. 12 to Contract No. C-07-358-09-04, on the 16th day of December, 2014, and it has now become necessary to revise the fee estimate for **PART VI – Special Services (Full Time Inspection)**;

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, OWNER and ENGINEER agree to the following amendment to Work Authorization No. 12 as follows:

1. **Exhibit D – Fee Estimate**, the estimated cost for services under this Work Authorization is revised and is included as **Exhibit D – Fee Estimate** included in this Supplemental Agreement. The actual amount payable for services under this Work Authorization will be in accordance with Article 5.
2. Except as amended by this Supplemental Agreement, the remaining provisions of the Agreement are unchanged and shall remain in full force and effect.

IN WITNESS WHEREOF, the ENGINEER and OWNER have caused this Supplemental Agreement No. 5 to Work Authorization No. 12, for Professional Engineering Services to be executed as of the ____ day of _____ 2015.

R. GUTIERREZ ENGINEERING CORPORATION

BY:  _____
Ramiro Gutierrez, P.E., President

HIDALGO COUNTY

BY: _____
Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

EXHIBIT D – Fee Estimate

HIDALGO COUNTY
Professional Engineering Services
Contract # C-07-358-09-04
Work Authorization No. 12

EXHIBIT D
Fee Estimate

TASK	PART I - CONTRACT AMOUNT
Basis for Engineering Fee based on Article 5A of Contract	
Project Estimated Construction Cost	\$3,928,208
Engineering Services Fee (8% of Construction Cost)	\$314,257
Topographic Survey Services Fee (2.5% of Construction Cost)	\$98,205
Basic Fee (Prelim Eng, Design & Construction Services Fee)	\$412,462
PART I - DATA COLLECTION & PRELIMINARY ENGINEERING AND DESIGN (50% of Basic Fee)	\$206,231
DATA COLLECTION (40% of Prelim Eng Fee)	\$82,492
SCHEMATIC DESIGN (60% of Prelim Eng Fee)	\$123,739
SUB-TOTAL (Prelim Eng Fee)	\$206,231
PART II - RIGHT-OF-WAY MAP (Add'l Services)	\$97,000
OBTAIN TITLE REPORTS (Est 26 Parcels) (@ \$600.00/Parcel) ***	\$15,600
DEVELOP PARCELS & R.O.W. MAP (Est 37 Parcels) (@ \$2,200.00/Parcel) ***	\$81,400
SUB-TOTAL (R.O.W. Map Fee)	\$97,000
PART III - FINAL DESIGN (30% of Basic Fee)	\$123,739
30% Plans Submittal (30% of PS&E Fee)	\$37,122
60% Plans Submittal (30% of PS&E Fee)	\$37,122
90% Plans Submittal (30% of PS&E Fee)	\$37,122
100% Plans Submittal (10% of PS&E Fee)	\$12,374
SUB-TOTAL (PS&E Fee)	\$123,739
PART IV - CONSTRUCTION SERVICES (20% of Basic Fee)	\$82,492
Construction Services	\$82,492
SUB-TOTAL (Construction Services Fee)	\$82,492
PART V - SPECIAL SERVICES (Add'l Services)	\$980
Printing (Est. 20 Sets @ 100 Sheets/Set @ 0.20/Sheet)	\$400
Mileage (Est. 50 Trips @ 20 Miles/Trip @ 0.58/Mile)	\$580
SUB-TOTAL (Special Services Fee)	\$980
PART VI - SPECIAL SERVICES (Full-Time Inspection)	\$46,992
Full Time Inspector (Est. 18 weeks @40 hrs = 720 hours @ \$95.00/hr) ***	\$68,400
Mileage (Est. 180 Trips @ 20 Miles/Trip @ 0.58/Mile) ***	\$2,088
SUB-TOTAL (Full-time Inspection Fee)	\$70,488
TOTAL	\$580,930

*** Note: Title Reports and Parcels will be billed for the actual amount of Title Reports ordered and Parcels prepared at the rates shown.

Full-time inspection will be billed for the actual amount of time of inspection and actual number of trips to the project.