

HIDALGO COUNTY
Professional Engineering Services
Contract # C-07-358-09-04
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 design and construction phase services for the reconstruction and upgrading of Val-Mex Drive in Hidalgo, Texas. The work includes development of plans, specifications and estimate, bidding and construction oversight for a 43' concrete street. The project will include curb & gutter and a storm sewer system typical of an urban environment. The limits of the project are from 10th Street, to approximately 0.40 miles west of 10th Street. The length of the project is approximately 0.40 miles. The work includes off-site drainage improvements.

The scope of services to be provided by the **Owner** is identified in **Exhibit 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 **Exhibit 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 **\$51,800.00**. A detailed breakdown of the amount to be paid is more particularly described in **Exhibit D – Proposed Fee**. The actual amount payable for services under this Work Authorization will be in accordance with Article 5.

PART 3. PAYMENT

Payment to the **Engineer** for the services established under this Work Authorization shall be made in accordance with Article 8.

PART 4. FUNDING

This Work Authorization No. 2 shall be funded through funding source:

Account No. 8-1202-431-00-122-006-0-731

Requisition No. 126251 (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 3.

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

By: Juan D. Salinas
Name: Juan D. Salinas, JJ
Title: County Judge

LIST OF ATTACHMENTS

- EXHIBIT A – Services to be Provided by the Owner
- EXHIBIT B – Services to be Provided by the Engineer
- EXHIBIT C – Work Schedule
- EXHIBIT D – Fee Estimate

APPROVED BY
COMMISSIONERS' COURT
ON: 1/22/08

HIDALGO COUNTY
Professional Engineering Services
Contract # C-07-358-09-04

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EXHIBIT 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 5 and Article 6, 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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EXHIBIT 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:

- I. **DESIGN PHASE – FINAL DESIGN AND PLANS, SPECIFICATIONS, AND ESTIMATES (PS&E)**
- II. **RIGHT-OF-WAY SERVICES (ADD’L SERVICES) – PREPARATION OF RIGHT-OF-WAY PARCEL FOR ACQUISITION AND RIGHT-OF-WAY MAP**
- III. **CONSTRUCTION PHASE – CONSTRUCTION MANAGEMENT, & SUPPORT & INSPECTIONS**

I. **DESIGN PHASE SERVICES**

Final Design and Plans, Specifications & Estimates

The Engineer will develop the final design and prepare contract drawings, specifications and estimates for construction of the Project or portions of the Project as authorized by the Owner. These documents will be submitted to the applicable city, county, state, and/or federal agencies for approval.

All final plan sheets will be developed by the Engineer on 11” X 17” white paper.

Recognizing that there may be several team members participating in the development of the overall Project, and taking into consideration that the Owner has a significant investment in the development of the Project, there is need for consistency in document

development for the purpose of review and production to help facilitate an economically efficient product. All computer document files furnished to the Owner by the Engineer shall be furnished on a CD-ROM created utilizing DOS software. Retrieval documentation relating to file storage on the designated delivery media shall be prepared by the Engineer and provided to the Owner. It is the intent of the Engineer and this Agreement to secure computer files from all Project Team members that are composed of elements of the same precision, integrity, singularity, attributes.

The Engineer shall prepare graphic files that can be reviewed and plotted utilizing Microstation/AutoCAD, software. The graphic files submitted must be compatible with Microstation Cad System without conversion or modification and must plot consistent with reproducible plots submitted.

Plan Sheets. Plan sheets developed by the Engineer will include, but not limited to, title sheet, typical sections, sequence of construction, estimates and quantity, plan-profile, channel details, roadway details, bridge and culvert details, hydraulic details, and standards.

Specifications. The Engineer shall use the 2004 Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges. Other specifications may be developed by the Engineer, but must incorporate, references to standard TXDOT requirements of design & testing procedures and Hidalgo County Subdivision Required Standards.

Estimates. The Engineer will prepare detailed cost estimates and proposals of authorized construction, which will include summaries of bid items and quantities based on the unit price system of bidding.

All plots and graphic media provided by the Engineer, as a result of this Agreement, shall be delivered to the Owner. Final payment for plan sheet documents and/or associated, applicable engineering files will not be made until the files furnished by the Engineer have been demonstrated to be useable in the formats described above and herein.

Services for FINAL DESIGN AND PLANS, SPECIFICATIONS AND ESTIMATES by the Engineer will include the following:

Roadway Design Controls

The Engineer will prepare the roadway design for the Project or portions of the Project as authorized by the Owner. The roadway design will be submitted to the applicable city, county, state, and/or federal agencies for approval.

Roadway design controls will include:

- 1) Geometric design – horizontal and vertical alignments, intersection geometrics; to be incorporated onto plan and profile sheets.
- 2) Geometric and grading design – development of typical roadway sections through horizontal and vertical alignment determination and roadway cross sections.
- 3) Grading design – existing and design cross sections, cut/fill quantities, slope stability analysis, embankment foundation stability and settlement analysis.
- 4) Earthwork Quantities – obtained from grading design.
- 5) Miscellaneous supplemental plan details.

Drainage

The Engineer will perform final hydrologic/hydraulic analysis and design for the proposed improvements of the Project or portions of the Project as authorized by the Owner.

Signing

The Engineer will determine location and type of warning, regulatory and guide signs as required by the Hidalgo County Subdivision Standards or local Municipal standards as applicable. All signing design will be based on the final proposed roadway design.

Permanent Pavement Markings

The Engineer with the Owner will evaluate the need for pavement markings and design all permanent pavement markings in accordance with the Hidalgo County Subdivision Standard or Local Municipal Standards as applicable. All such design will be based on the final proposed roadway design.

Miscellaneous

If required for the Project or portion of the Project approved by the Owner, the Engineer will provide the following miscellaneous roadway items:

Miscellaneous Drafting, Standards, and Details

- 1) The Engineer will prepare a title sheet indicating, at a minimum, project limits, project location map, name of owner and owner acknowledgement/acceptance, facility identification, specification reference, Engineer's seal, signature and date.
- 2) The Engineer will determine appropriate standard drawings to be incorporated into the plans, and sign/seal any modifications to any agency or industry approved standards.

- 3) The Engineer will develop any details to clarify any construction requirements of the plan drawings.

PS&E Supporting Documents

- 4) Specifications List and general Notes. The Engineer will prepare an applicable specification list, in TXDOT format, as well as any general notes that may be applicable to each PS&E submission.
- 5) Estimates. The Engineer will prepare detailed cost estimates and proposals of authorized construction, which will include summaries of bid items and quantities based, insofar as practicable, on the unit price system of bidding.
- 6) Contract Time Determination Statement. The Engineer will determine the time required for construction of the project, outlining phases of construction and appropriate rates of production and construction for bid items determined to be in the critical path for construction of the PS&E submittal.

II. RIGHT-OF-WAY SERVICES (ADD'L SERVICES)

Right of Way Map

Provide for the preparation of a project right-of-way map where right of way acquisition is necessary. Provide for the necessary right-or-way research, unless provided by Owner, mapping, surveying and all services related to the development of a right-of-way map. Prepare parcel sketches and field notes of all parcels requiring acquisition. Revisions to any parcels to be done promptly at no cost to the owner.

III. CONSTRUCTION PHASE SERVICES

Construction Management and Support

The Engineer will provide engineering and support services for and during the construction of the Project or portions of the Project approved by the Owner. Specific services for CONSTRUCTION MANAGEMENT AND SUPPORT by the Engineer will include the following:

Construction Bidding

- 1) The Engineer will furnish to the Owner the necessary copies of approved plans, specifications, notices to bidders, and proposals as prepared under PS&E.
- 2) The Engineer will coordinate and conduct a Pre-Bid Conference for prospective bidders.

- 3) The Engineer will assist Owner the tabulation of bids, recommendations to the Owner as to the proper action on all bid proposals received, and the preparation of formal contract documents for the award of each construction contract.

Construction Contract Administration

- 4) 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.
- 5) The Engineer will coordinate and conduct a pre-construction conference.
- 6) Defects and Deficiencies. The Engineer will use his best efforts to protect the Owner against defects and deficiencies in the work of the Contractor. The Engineer will promptly notify the Owner of any such defect or deficiency, and take all steps possible to require the Contractor to correct the defect or deficiency.
- 7) Contractor Payment. The Engineer will take measurements and calculate quantities, in accordance with the construction contract specifications, of those items of work accepted and conforming to the construction contract specifications, for the preparation of the monthly and final estimates for payment to the Contractor.
- 8) The Engineer will provide Project site inspection of the authorized construction contract(s) as follows:
 - a) Project Engineer. The Engineer will provide visits by the Project Engineer or a competent representative of the Engineer to the site of construction for the purpose of monitoring the Contractor's progress and conformance to the construction contract plans and specifications.
 - b) Resident Engineer and/or Construction Inspector(s). If requested and authorized by Owner, the Engineer will furnish the services of a Resident Engineer and/or Construction Inspector(s) for continuous on the site inspection of construction to monitor/inspect the Contractor's daily progress and conformance to PS&E specifications. Such services will be considered additional services.

Miscellaneous Technical Activities

- 9) Shop Drawings. The Engineer will review and check all shop or working drawings furnished by the Contractor.

- 10) Control of Materials & Equipment. The Engineer will provide inspection of all materials and equipment furnished/used by the Contractor as follows:
 - a) Review and record all laboratory, shop and mill tests of materials and equipment for compliance with the construction contract specifications.
 - b) Observe and/or perform Project record testing and/or independent assurance testing as outlined in the construction contract specifications.
- 11) 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 actual field conditions encountered or new requirements directed by the Owner.
- 12) As Built Drawings. The Engineer will develop as built drawings to depict the work as actually constructed. The Owner will be furnished one (1) set of prints.

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EXHIBIT "C"
WORK SCHEDULE

		2008											
		JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
	Duration												
DESIGN PHASE SERVICES													
	Detention Pond Sizing												
	Plans Development												
	Utilities Investigations and Coordination												
DESIGN PHASE SERVICES													
	Bidding and Award of Contract												
	Construction												

TASK	ESTIMATED CONSTRUCTION COST	PROFESSIONAL SERVICES FEE (10.5%)
VAL MEX DRIVE		
Val Mex Drive Design & Construction	\$727,627	\$76,401
TOTAL	\$727,627	\$76,401
Design Phase Services Fee (30% of Total)		\$22,920
Construction Phase Services Fee (20% of Total)		\$15,280
Add'l Services		
R.O.W. Parcel (Estimated 8 Parcels)	\$1,200 per Parcel	\$9,600
Title Reports (Estimated 8 Parcels)	\$500 per Parcel	\$4,000
TOTAL (Add'l Services)		\$13,600
PROJECT TOTAL		\$51,800

R. Gutierrez Engineering Corporation

Transmittal Form

130 E. Park Ave. - Pharr, Texas 78577 - Telephone: 956 - 782 - 2557 - Fax: 956 - 782 - 2558

TO: Commissioner Palacios
HC PCT #, 2

FROM: Ramiro Gutierrez, PE

SUBJECT: Val-Mex

PROJECT NO.: ENG 07, 032 E

DATE: 1-17-08

WE ARE SENDING YOU ATTACHED UNDER SEPARATE COVER VIA Hand Delivery THE FOLLOWING ITEMS:

BLUEPRINTS PLANS SHOP DRAWINGS CD
 CHANGE ORDER SAMPLES PAYMENT REQUEST OTHER
 BID TABULATION CONTRACT DOCUMENTS RECORD DRAWINGS 3 1/2" DISKETTE

QUANTITY / SETS	DATED	ITEM DESCRIPTION
1		Cover letter
1		work authorization No. 5

THESE ARE TRANSMITTED AS CHECKED BELOW:

FOR BIDS DUE APPROVED AS NOTED FOR YOUR RECORDS
 FOR APPROVAL APPROVED AS SUBMITTED FOR YOUR ACKNOWLEDGEMENT
 FOR YOUR USE RETURN FOR CORRECTIONS RESUBMIT FOR APPORVAL
 AS REQUESTED FOR FURTHER PROCESSING ON LOAN
 FOR REVIEW AND COMMENT FOR SIGNATURE OTHER

COMMENTS: * this is the work authorization that Yoli Cisneros
has been waiting for to put in agenda packet

RECEIVED
 JAN 17 2008

Copy Distribution file

Received by:

Mary