

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**SUPPLEMENTAL AGREEMENT NO. 9
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;

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;

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;

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;

WHEREAS, OWNER and ENGINEER executed Supplemental Agreement No. 5 to Work Authorization No. 12 to Contract No. C-07-358-09-04, on the 21st day of July, 2015, and;

WHEREAS, OWNER and ENGINEER executed Supplemental Agreement No. 6 to Work Authorization No. 12 to Contract No. C-07-358-09-04, on the 18th day of August, 2015, and;

WHEREAS, OWNER and ENGINEER executed Supplemental Agreement No. 7 to Work Authorization No. 12 to Contract No. C-07-358-09-04, on the 15th day of September, 2015, and it has now become necessary to revise the fee estimate;

WHEREAS, OWNER and ENGINEER executed Supplemental Agreement No. 8 to Work Authorization No. 12 to Contract No. C-07-358-09-04, on the 10th day of November, 2015, and it has now become necessary to revise the fee estimate;

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. 8 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	\$3,998,466
Engineering Services Fee (8% of Construction Cost)	\$319,877
Topographic Survey Services Fee (2.5% of Construction Cost)	\$99,962
Basic Fee (Prelim Eng, Design & Construction Services Fee)	\$419,839
PART I - DATA COLLECTION & PRELIMINARY ENGINEERING AND DESIGN (50% of Basic Fee)	\$209,919
DATA COLLECTION (40% of Prelim Eng Fee)	\$83,968
SCHEMATIC DESIGN (60% of Prelim Eng Fee)	\$125,952
SUB-TOTAL (Prelim Eng Fee)	\$209,919
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)	\$125,952
30% Plans Submittal (30% of PS&E Fee)	\$37,786
60% Plans Submittal (30% of PS&E Fee)	\$37,786
90% Plans Submittal (30% of PS&E Fee)	\$37,786
100% Plans Submittal (10% of PS&E Fee)	\$12,595
SUB-TOTAL (PS&E Fee)	\$125,952
PART IV - CONSTRUCTION SERVICES (20% of Basic Fee)	\$83,968
Construction Services	\$83,968
SUB-TOTAL (Construction Services Fee)	\$83,968
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)	\$148,808
Full Time Inspector (Est. 38 weeks @40 hrs = 1520 hours @ \$95.00/hr) ***	\$144,400
Mileage (Est. 380 Trips @ 20 Miles/Trip @ 0.58/Mile) ***	\$4,408
SUB-TOTAL (Full-time Inspection Fee)	\$148,808
TOTAL	\$666,627

*** 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.