

**WEBB COUNTY – HOWLAND ENGINEERING AND SURVEYING CO.  
FOR  
SURVEYING  
WORK AUTHORIZATION # 1**

This Work Authorization #1 is made under the Professional Services Contract Webb County – Howland Engineering and Surveying Co. Master Contract for Surveying Services as approved by the Commissioners Court of Webb County on October 24, 2022.

1. **AUTHORIZATION TO PROCEED**

The execution of this Work Authorization and subsequent issuance of a Notice to Proceed shall be construed as authorization by the County for Howland Engineering and Surveying Co. (hereinafter “Consultant”) to proceed with the work.

2. **SCOPE OF SERVICES**

The scope of services to be provided by Consultant for this Work Authorization is the following:

*Project Name:* **Boundary Survey 408 Pinzon Road, Lot 21, Ranchitos 359 East Subdivision, Webb County, Texas**

*Type of Service:* **Geotechnical Services**

Scope of services is further detailed in the attached Exhibit “A” attached hereto and incorporated as if set out in full for all intents and purposes.

3. **COUNTY OBLIGATIONS**

County will provide to the Consultant the following:

- a. Provide the authorization to proceed with services through coordination with the Consultant.
- b. Payment for work performed by the Consultant and accepted by County in accordance with Article IV. of the Master Agreement and Article 4 of this Work Authorization Agreement.
- c. Assistance to the Consultant, as necessary, to obtain needed data and information from other local, regional, State and Federal agencies the Consultant cannot easily obtain.
- d. Provide any available relevant data County may have on file that will assist Consultant.
- e. Provide timely review and decisions in response to the Consultant’s request for information and/or required submittals and deliverables, in order for the Consultant to maintain the agreed upon work schedule prepared in accordance with this Work Authorization.
- f. Attend and participate in progress meetings as required and as coordinated and

conducted by Consultant.

4. COMPENSATION AND PAYMENT

The cost for services under this Work Authorization will be based on a lump sum fee not to exceed TWO THOUSAND ONE HUNDRED DOLLARS (\$2,100.00) for the services detailed in Article 2 of this Work Authorization #1. The maximum amount payable under this Work Authorization #1 is TWO THOUSAND ONE HUNDRED DOLLARS (\$2,100.00).

5. ERRORS, OMISSIONS, NEGLIGENT ACTS POLICY

**Consultant shall save harmless County and its officers and employees from all claims and liability due to activities of itself, its agents, or employees, performed under this Work Authorization and which are caused by or result from error, omission, or negligent act of the Consultant or any person employed by the Consultant.**

6. INDEPENDENT CONTRACTOR

Consultant must comply with all applicable County policies and with any applicable Federal, State or local laws, regulations, orders or ordinances applicable to the services provided by Consultant under this Work Authorization. Notwithstanding the foregoing sentence, Consultant represents and maintains that it is an independent contractor and is not an employee of County or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of the County and/or any agency thereof, including but not limited to benefits associated with County's civil service program. Consultant shall be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

7. TERMINATION

This Work Authorization #1 terminates when the Contract terminates or pursuant to Article VIII of the Master Contract, whichever occurs first.

8. ADDITIONAL SERVICES

Services in addition to those specified in the SCOPE OF SERVICES may be provided by the Consultant if authorized in writing by County. Additional services will be paid for by County as negotiated in a Supplemental Work Authorization.

9. ACCEPTANCE AND APPROVAL

This Work Authorization does not waive the parties' responsibilities and obligations as established by the Contract.

This Work Authorization is hereby accepted and approved by the Webb County Commissioners Court on March 27, 2023.

10. EXHIBITS INCORPORATED

Exhibit "A" is made part of this Work Authorization and incorporated herein as if set out in full for all intents and purposes.

11. EFFECTIVE DATE

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed.

COUNTY

CONSULTANT

\_\_\_\_\_  
By: Tano Tijerina  
County Judge

\_\_\_\_\_  
Roberto P. Martinez Jr., P.E.

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Margie Ramirez Ibarra  
Webb County Clerk

## Exhibit A

### Scope of Services

1. Surveyor will locate and identify property corners to identify lot dimensions for 408 Pinzon Road, Lot 21, Ranchitos 359 East Subdivision, Webb County, Texas.
2. Deliverables will include three (3) hard copies of boundary survey.
3. Howland shall complete the boundary survey 15 business days from the date of Authorization to Proceed.

The parties hereto acknowledge that the survey will be performed without the benefit of a title commitment.