

**WEBB COUNTY – HOWLAND ENGINEERING AND SURVEYING CO.
FOR
SURVEYING
TRACT C-14 BOTINES SUBDIVISION
WORK AUTHORIZATION # 2**

This Work Authorization #2 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**

County’s approval of this Work Authorization shall be construed as authorization by the County for Howland Engineering and Surveying Co. (hereinafter “Consultant”) to proceed with the work (Authorization to Proceed).

2. **SCOPE OF SERVICES**

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

Project Name: **Boundary Survey Subdivision for Tract C-14 +/- 20 acres (Tract C-14A and Tract C-14B) Botines Subdivision, Webb County, Texas**

Type of Service: **Surveying 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 SIX THOUSAND FOUR HUNDRED TWENTY-FIVE DOLLARS (\$6,425.00) for the services detailed in Article 2 of this Work Authorization #2. The maximum amount payable under this Work Authorization #2 is SIX THOUSAND FOUR HUNDRED TWENTY-FIVE DOLLARS (\$6,425.00).

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 #2 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 February 12, 2024.

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.

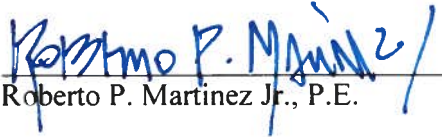
11. EFFECTIVE DATE

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed and is effective as of February 12, 2024.

COUNTY

CONSULTANT

By: Tano Tijerina
County Judge



Roberto P. Martinez Jr., P.E.

Date: _____

Date: 01.26.24

ATTEST:

Margie Ramirez Ibarra
Webb County Clerk

Exhibit A

Scope of Services

1. Surveyor will locate and identify Tract C-14 +/- 20 acres and two tracts out of Tract C-14 (Tract C-14A and Tract C-14B) Botines Subdivision, Webb County, Texas and property corners
2. Deliverables will include three (3) signed and sealed hard copies of boundary survey to include, signed and sealed Overall Map Plat and three (3) signed and sealed hard copies of the each of the legal descriptions (metes and bounds description), and three (3) signed and sealed survey maps or each tract out of Tract C-14 and one (1) .pdf of each signed and sealed document listed above.
3. Howland shall complete the boundary survey and submit deliverables 10 calendar 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.

January 23, 2024

Webb County Purchasing
1110 Washington Street, Ste. 101
Laredo, Texas 78040

Attn: Jose Angel Lopez III, CTPM
Agent

Sent Via E-mail to joel@webbcountytx.gov

Subject: Request for Proposal - Botines Subdivision - Revised
328 Pearson Moss Lane, Tract C-14 Webb County, Texas

Dear Mr. Lopez:

Howland Engineering and Surveying Co., Inc. (Howland) is pleased to submit the following proposal for a boundary survey along the Botines Subdivision for Tract C-14B.

PROJECT INFORMATION

Based on our understanding, Webb County Purchasing is requesting a boundary survey along the Botines Subdivision Volume 2, Page 212 for Tract C-14 +/- 20 acres.

SCOPE OF WORK

- Provide client an exhibit of the Boundary Survey:
 - 1 Overall Map Plat and 2 Legal Descriptions,
- Prepare research for information and documents,
- Prepare and set property pins on corners,

FEE

Based upon the scope of work outlined above, we propose to complete the scope of work outlined above for a fee of **\$6,425.00**. Please forward any legal documents and or deeds associated with the property.

The timeline to complete the surveying is 15 working days from the date of fieldwork commencement. Full access to the site to be coordinated by the client.

www.howlandcompanies.com

The above scope of work and fee is based on our noted deliverables. Additional project hours may be required during interested parties’ review process and communications in which additional fees will be warranted at our hourly rates.

CLOSING/ACCEPTANCE AND AUTHORIZATION TO PROCEED

We appreciate the opportunity to submit this proposal and look forward to assisting you in this project. If the foregoing is acceptable, please provide us with written authorization to proceed by returning a signed copy of this letter proposal to our office. Should you have any questions or require additional information, please do not hesitate to call me at 956-722-4411. Thank you.

Sincerely,

Howland Engineering and Surveying Co.

TBPE Firm Registration No. F-4097



James Ornelas, RPLS

Registered Professional Land Surveyor

AUTHORIZATION TO PROCEED:

Signature: _____

Print Name: _____

Title: _____

Date: _____