

WORK AUTHORIZATION #2
WEBB COUNTY – HOWLAND ENGINEERING AND SURVEYING CO.
GEOTECHNICAL SERVICES
EL PICO ROAD IMPROVEMENT PROJECT

This Work Authorization #2 is made under the Professional Services Contract Webb County – Howland Engineering and Surveying Co. Master Contract for Geotechnical Services as approved by the Commissioners Court of Webb County on October 24, 2022.

1. **AUTHORIZATION TO PROCEED**

The effective date of this Work Authorization shall be construed as the date of 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: El Pico Road Improvement Project
Type of Service: Geotechnical Services
Project Engineer: Top Site Civil Group, LLC

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 11. 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.

- a. Attend and participate in progress meetings as required and as coordinated and conducted by Consultant.

1. **COMPENSATION AND PAYMENT**

The cost for services under this Work Authorization will be based on a lump sum fee not to exceed SIX THOUSAND THREE HUNDRED DOLLARS (\$6,300.00) for the services detailed in Article 2 of this Work Authorization #2. The maximum amount payable under this Work Authorization #2 is SIX THOUSAND THREE HUNDRED DOLLARS (\$6,300.00).

2. **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.

3. **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.

4. **TERMINATION**

This Work Authorization #2 terminates when the Contract terminates or pursuant to Article VIII of the Master Contract, whichever occurs first.

5. **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.

6. **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 April 22, 2024.

1. 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.

2. 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

Approved as to Form:

Nathan R. Bratton
General Counsel
Civil Legal Division*

*The General Counsel, Civil Legal Division's office, may only advise or approve contracts or legal documents on behalf Webb County, its client. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).

Exhibit A

Scope of Services

Project Name: El Pico Road Improvement Project
Type of Service: Geotechnical Services
Project Engineer: Top Site Civil Group, LLC

1. Perform a total of four (4) 6-ft & 10-ft geotechnical bores and Dynamic Cone Penetration (DCP) tests spaced evenly within the centerline of the proposed roadways along with traffic safety.
2. Laboratory testing to include, as they are appropriate to the soil conditions, Atterberg Limits tests which are indicators of soil expansiveness and soil behavior when remolded, approximate strength tests based on automatic standard penetration tests (SPT) and dynamic cone penetration (DCP) tests, sulfate potential, natural moisture content determinations, clay content and grain size distributions tests.
3. Review of published geologic and soil information for the site area.
4. Provide a written report which will include the data obtained along with an evaluation of the soil conditions, recommendations for site preparation, pavement recommendations and recommendations regarding other soil related aspects of the project.

Howland shall begin the field work three (3) days after receiving authorization to proceed. The field work will require two (2) working days. Laboratory testing will be completed and the written report will be issued within twenty (20) working days of completion of field work.

Proposed