

**WEBB COUNTY – TOP SITE CIVIL GROUP, LLC
FOR
ALTA SURVEY – FESCO PROPERTY ACQUISITION
WORK AUTHORIZATION #2**

This Work Authorization #2 is made under the Professional Services Contract Webb County – TOP SITE CIVIL GROUP, LLC 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 shall, as of the Effective Date”, be construed as authorization by the County for Top Site Civil Group, LLC (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: **Fesco Property Acquisition**

Type of Service: **ALTA Surveys for:**

Lot 9, Block 1, Fesco Business Park, Unit One; Lot 10, Block 1, Fesco Business Park, Replat Unit One; Lot 11, Block 1 Fesco Business Park, Replat Unit One and an Unplatted 3.92 Acres (a survey including said unplatted tract is attached hereto as part of Exhibit A).

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 V. 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

- a. maintain the agreed upon work schedule prepared in accordance with this Work Authorization.
- b. 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 TWENTY FOUR THOUSAND SEVEN HUNDRED DOLLARS (\$24,700.00) for the services detailed in Article 2 of this Work Authorization #2. The maximum amount payable under this Work Authorization #2 is TWENTY FOUR THOUSAND SEVEN HUNDRED DOLLARS (\$24,700.00).

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 mandates 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

Tano E. Tijerina
County Judge

Jorge A. Martinez P.E. R.P.L.S.
Managing Partner

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 of Webb County as 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).

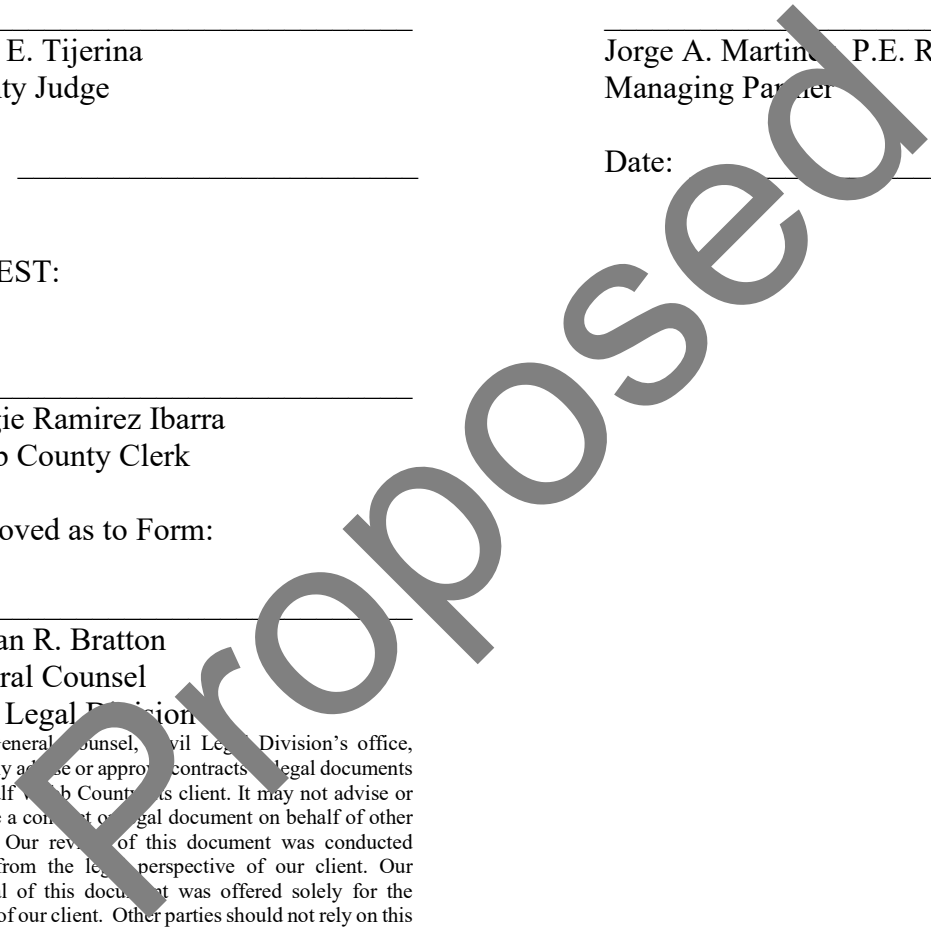


Exhibit A

Scope of Services

Summary of Surveying Fees

Provide Property Surveys using ALTA Standards (2021) with the attached Table A Items

Property	Fee
Tract 1 - Lot 9, Block 1, Fesco Business Park, Unit One	\$9,800
Tract 2 – Lot 10, Block 1, Fesco Business Park, Replat Unit One	\$4,700
Tract 3 – Lot 5a, Block 1 Fesco Business Park, Replat Unit One	\$5,800
<u>Tract 4 – Unplatted 3.92 Acres</u>	<u>\$4,400</u>
Total	\$24,700

All 4 lots are individual replats which will require 4 individual surveys.

Schedule of Services

Work will begin as soon as right of access is obtained. Final ALTA surveys will be delivered two weeks from the time a Title Commitment is received and three weeks from the time right of access is obtained.

Scope of Services

Provide Property survey for each of the listed properties that meets the ALTA Minimum Standards 2021

Property IDs – 365114, 207222, 365118, and 365119

As listed on the Minimum Standards would be as follows:

Records Research

In order to complete an ALTA/NSPS Land Title Survey, the surveyor must be provided with the following:

- A. The current record description of the real property to be surveyed or, in the case of an original survey prepared for purposes of locating and describing real property that has not been previously separately described in document conveying an interest in the real property, the current record description of the parent parcel that contains the property to be surveyed;
- B. Complete copies of the most recent title commitment or, if a title commitment is not available, other title evidence satisfactory to the title insurer;
- C. The following documents from records established under state statutes for the purpose of imparting constructive notice of matters relating to real property (public records):
 - i. The current record descriptions of any adjoining to the property to be surveyed, except where such adjoining are lots in platted, recorded subdivisions;
 - ii. Any recorded easements benefitting the property to be surveyed; and
 - iii. Any recorded easements, servitudes, or covenants burdening the property to be surveyed; and
- D. If desired by the client, any unrecorded documents affecting the property to be surveyed and containing information to which the survey shall make reference.

Fieldwork

Measurements and locations of monuments, right of ways and access, adjacent roads and access points, potential encroachments, sidewalks. Documents that that were attained during the research of the property, Lines of possession, Buildings, water features and any other improvements to the property.

Map Standards

Would cover the Boundary, Descriptions and Dimensions – Easements, Right of ways and Access, and the overall presentation of the work.

Certification

To (name of insured, if known), (name of lender, if known), (name of insurer, if known),
(names of others as negotiated with the client):

This is to certify that this map or plat and the survey on which it is based were made in accordance with the
2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and
adopted by ALTA and NSPS, and includes Items _____ of Table A thereof. The fieldwork was
completed on _____ [date].

Date of Plat or Map: _____ (Surveyor's signature, printed name and seal with
Registration/License Number)

*Copies of each tracts title commitments will be needed to commence work.

Proposed