

**WEBB COUNTY – TOP SITE CIVIL GROUP, LLC
FOR
SURVEY COUNTY PROPERTY FOR 6F REPLACEMENT
WORK AUTHORIZATION #3**

This Work Authorization #3 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: **Survey County Property For 6f Replacement**

Type of Service: *Prepare Parcel Ownership Map, Boundary and Field Surveying and provide survey and metes and bounds descriptions of approximately four parcels.*

Services shall be completed within 45 calendar days of Notice to Proceed.

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

- 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 FIVE HUNDRED FIFTY DOLLARS (\$24,550.00) for the services detailed in Article 2 of this Work Authorization #3. The maximum amount payable under this Work Authorization #3 is TWENTY FOUR THOUSAND FIVE HUNDRED FIFTY DOLLARS (\$24,550.00).

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 #3 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 June 10, 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 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

Summary of Surveying Fees

The survey services fee is as follows:

Research / Ownership Map	FEE
Title Reports \$300 x 4 parcels (By Others)	\$1,200 (estimated)
Research / Deed Analysis \$850 x 4 parcels	\$3,400
Overall Ownership Map w/ Aerial	\$2,800
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TOTAL	\$7,400
Boundary & Field Surveying	FEE
Perform Field Boundary Surveying	\$8,800
Establish TxDOT US 59 ROW	\$2,200
Establish TxDOT Loop 20 ROW	\$2,200
Prepare Overall Boundary Survey Sketch and Metes & Bounds (comprised acres)	\$3,950
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TOTAL	\$17,150

Total Fee = \$24,550

Hourly Rate Fee Schedule

There are no hourly fees contemplated for this project.

Scope of Services

RESEARCH AND OWNERSHIP MAP

1. Research approximately 4 parcels of land adjacent to and near the proposed project limits (see attached map)
2. Prepare an overall Parcel Ownership Map with aerial background to include the following:
 - i. Ownership information
 - ii. Boundary and approx. acreage
 - iii. Recording Deed Information
3. Coordinate with title company to obtain deed and title reports for approximately 4 parcels to be mapped within the project limits.
4. This phase of the project only include the ownership map and does not include any boundary or field surveying services.
5. This research will be completed within 2 weeks from receipt of title reports from Stewart Title.

BOUNDARY & FIELD SURVEYING

1. Set and establish horizontal /vertical control for the project based on Texas Coordinate System NAD 83, NAVD 88 Datum, South Zone (US Survey Feet).
2. Survey and establish future TxDOT ROW lines. This will establish the limits of the surveys as deliverables.
3. Coordinate with Owner to prepare survey and metes & bounds description for each tract along the existing right of way and within project limits.
4. Complete field surveying and obtain existing fencing, monuments within project limits to establish the boundary for each individual parcel.
5. Prepare one signed/sealed overall sketch and metes/bounds description for the comprised area owned by Webb County, that is outside of the limits of the future ROW line taking of US Hwy 59.
6. Set final field monuments at each property corner as illustrated on the survey sketch.
6. This portion of the project will be completed within 3-4 weeks from completion of research phase services.

