

REGISTRATION NUMBER F-14954 600 San Bernardo, Suite 902 Laredo, TX 78041 Phone: 956-433-2205

April 27, 2016

Webb County Honorable Tano E. Tijerina Webb County Judge 1000 Houston St., 3<sup>rd</sup> Floor Laredo, Texas 78040

Reference:

Tracts 38 and 23 Plat of Simeon Park

Subject:

Proposal for Platting & Civil Engineering Services

Dear Judge Tijerina,

Thank you, for allowing this submittal on the above referenced work.

### **GENERAL INFORMATION**

Tracts 38 and 23 of the Plat of Simeon Park are proposed to be divided on three lots; one 4AC and the other two around 10.16 AC each. No public improvements are proposed just the division of the lots. The property is on the Webb County Texas.

### **SCOPE OF WORK**

## **SURVEYING**

The surveyor shall prepare a boundary survey for the Re-Plat; this includes setting missing Boundary corners, and preparing legal description and closure check for this survey.

# **PLATTING & ENGINEERING SERVICES**

The Engineer shall follow the steps to re-plat these two tracts of land into three as stated in the General Information and meet the requirements of the Webb County to Re-Plat this Property. The expected plat process includes the following steps:

- 1. Preliminary meeting with Webb County Planning Department
- 2. Plat submittal to Webb County Planning Department;
- Webb County Final Plat; and
- 4. Closing Documents for Plat recordation with Webb County.

Supporting documents, including warranty deed, current tax certificates, and all items required by Webb County will be submitted with the plat. (These supporting documents shall be provided by the owner or owner representative). This fee does not include payment of any permitting fees related to this process.

Cost of Platting:

\$10,665

The following is the breakdown of the fees.

1. Re-plat Process

\$9,390;

2. Closing Docs

\$1,275;

**BASE CONTRACT AMOUNT**: The summation of costs for the development of all the items listed above is \$10,665 and shall be known as the Base Contract Amount. The Base Contract Amount includes all labor and materials, mileage and incidentals required to perform each work item.

### **EXCLUSIONS**

Legal field notes/easements are not included in this proposal.

Topographic survey is not included in this proposal.

TX DOT Driveway Cut Permit is not included on this proposal.

Re-Zoning is not included on this proposal.

Application Fees, Review fees and tax certificates are not part of this proposal and these would be the responsibility of the owner.

Anything not specifically mentioned on this proposal is not part of this scope.

**ADDITIONAL SERVICES**: Any requests by the Owner for revisions, additions, deletions and/or alternates described in this scope of work shall be considered additional services. These services shall be performed by the hour at the following rates:

Professional Engineer Drafting/Clerical \$110/Hour \$ 55/Hour

### PROFESSIONAL SERVICES AGREEMENT

Webb County, as Client engages PEUA Consulting LLC., as Engineer to perform professional services for the assignment described as follows:

 SERVICES: Engineer agrees to perform services in conformance with the following descriptions, definitions, terms and conditions.

> RE: Simeon Park Tracts 38 and 23 Re-plat Civil Engineering Services Proposal

- II. PAYMENTS: The Engineer shall invoice the Client monthly in amounts earned under this Agreement. The Client agrees to promptly pay the Engineer at his office in 109 E Del Mar #5, Laredo Texas 78041, Webb County, the full amount of each such invoice upon receipt. The Client agrees to pay a charge of one percent (1%) per month on all invoiced amounts not paid within thirty (30) days of the date of the invoice, calculated from the date of the invoice.
- III. TERMINATION: This Agreement may be terminated without cause at any time prior to completion of the Engineer's services by Client or by Engineer, upon seven (7) days written notice to the other at the address of record. Termination shall release each party from all obligations of this Agreement, except Client shall pay Engineer the full amount specified in paragraph II, with respect to any services performed to the date of termination.
- IV. LIABILITY LIMITATION: The Engineer's liability to Client for any reasons beyond generally accepted standard of care in performing the services of this Agreement shall not exceed the amount of compensation received by the Engineer for these services.
- V. INVALIDATION: If Client does not execute this Agreement within thirty (30) days of the date tendered, it shall become invalid.
- VI. AUTHORIZATION: Each individual executing this Agreement on behalf of the Client or Engineer, by his execution, acknowledges that he is duly authorized to commit the Client or Engineer to this Agreement.

Should you find this proposal acceptable, please acknowledge your approval by return mail. This proposal is good for thirty days from this date of April 27, 2016.

Webb County

By: Honorable Tano E. Tijerina,

Webb County Judge

PEUA Consulting LLC By: Oscar Castillo, President

Signature

Date:

Signature

Date: 05/13/2016

ATTESTED:

Margie Ramirez Ibarra Webb County Clerk SIONER SCORE

APPROVED AS TO FORM:

Marco A. Montemayor Webb County Attorney

\*By law, the County Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. 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).