

WORK AUTHORIZATION # 1
Contract for Engineering Consulting with GDJ Engineering, LLC

THIS WORK AUTHORIZATION #1 is made under the Professional Services Contract for Engineering Consulting as approved by the Commissioners Court of Webb County and Consultant and dated September 26, 2022 (Contract) between Webb County, a political subdivision of the State of Texas, hereinafter referred to as "County" and GDJ Engineering, LLC, hereinafter referred to as "Consultant".

1. **AUTHORIZATION TO PROCEED**

The execution of this Work Authorization and subsequent issuance of a Notice-to-Proceed shall be construed as authorization by the County for the 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:

Consultant shall provide County with preliminary TxDOT project planning, existing project review and MPO coordination.

These tasks are further identified in Exhibit "A" (Scope of Services to be Provided by the Consultant), attached hereto and made a part of this Work Authorization.

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 4 of the 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 Exhibit "B" (Work Schedule) attached to this Work Authorization.
- f. Attend and participate in progress meetings as required and as coordinated and conducted by Consultant.

FILED 10/14 20 22 @ 11:03 Am
MARGIE RAMIREZ IBARRA
COUNTY CLERK, WEBB COUNTY, TEXAS
BY Amber Reese DEPUTY

4. **COMPENSATION AND PAYMENT**

The cost for services under this Work Authorization will be based on a monthly lump sum fee of EIGHT THOUSAND FIVE HUNDRED NINE DOLLARS (\$8,509.00) for the services detailed in Article 2 of this Work Authorization #1. This amount is based upon the costs outlined in the Exhibit "C" (Fee Schedule), attached hereto and made a part of this Work Authorization. The maximum amount payable under this Work Authorization #1 is THREE HUNDRED SIX THOUSAND THREE HUNDRED TWENTY FOUR DOLLARS (\$306,324.00).

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 #1 terminates when the Contract terminates or pursuant to Article VIII of the 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 _____ and effective as of September 1, 2022, even if any signatures are made after that date.

10. **EXHIBITS INCORPORATED**

Exhibits A, B and C are made part of this Work Authorization.

11. EFFECTIVE DATE

This Work Authorization is effective when executed by both parties and

COUNTY

CONSULTANT



By: Tano Tijerina
County Judge

Date: 9-20-2022



By: Robert Macheska, P.E., C.F.M.
Executive VP/COO

Date: 9/12/2022

Exhibit A
Scope of Services to be Provided by the Consultant

ADVANCED PLANNING MPO COORDINATION:

The CONSULTANT will perform any needed preliminary/ongoing project planning which will include:

1. Meetings, Coordination & Support for Project Development

The Consultant will coordinate with the County's representatives at the MPO Technical Advisory Committee (TAC) and Policy Committee and serve in an advisory position to assist County in obtaining funding for projects. The Consultant shall serve as representative for County in coordination items. The Consultant shall coordinate with County's staff on all Project related items.

2. Evaluate the County's Projects on Regional Planning Documents.

- a. The Consultant will work with County, TxDOT, and the MPO to evaluate the status of the County's projects in the regional planning, documents.
- b. The Consultant will review the local Transportation Improvement Program (TIP) to ensure there are no delays to the letting of projects in an advanced state of project development. This includes coordination with project engineers to ensure estimates and schedules are accurate.
- c. The Consultant will review the Unified Transportation Program (UTP) to ensure the County's Projects are properly listed on the TxDOT UTP to ensure there are no delays to project development.
- d. The Consultant will review the Metropolitan Transportation Plan (MTP) to ensure the County's long range goals are properly listed on the MTP to advance opportunities for additional funding.
- e. The Consultant will review and assess potential opportunities to advance the construction of the County's projects.
- f. The Consultant will coordinate with County to develop project mitigation plans in the event that there is a decrease in available funding for projects.

3. Capital Improvements Program (CIP) Development

The Consultant will assist County with the Development of the CIP as it relates to available opportunities to leverage funding from the MPO.

4. Audit and Periodically Update Regional Planning Documents

- a. The Consultant will review the local Transportation Improvement Program (TIP) to ensure there are no delays to the letting of projects in an advanced state of project development. This includes coordination with project engineers to ensure estimates and schedules are accurate.

- b. The Consultant will review the Unified Transportation Program (UTP) to ensure the County's Projects are properly listed on the TxDOT UTP to ensure there are no delays to project development.
- c. The Consultant will review the Metropolitan Transportation Plan (MTP) to ensure the county's long range goals are properly listed on the MTP to advance opportunities for additional funding.
- d. The Consultant will review and assess potential opportunities to advance the construction of the County's projects.
- e. The Consultant will coordinate with County to develop project mitigation plans if there is a decrease in regional funding for projects.

5. Prepare Exhibits / Preliminary Estimates

The Consultant will assist County with the preparation of preliminary project exhibits, maps, typical sections to allow for the development of preliminary project cost estimates for planning purposes.

6. Draft Correspondence

The Consultant will assist County with the preparation of draft correspondence to be used to advance the development of the County's priority projects.

7. Develop Project Agreements

The Consultant will assist County with the development of Interlocal Agreements and project agreements with TxDOT, for example Advanced Funding Agreements (AFA), to ensure the County's projects can be reviewed by TxDOT.

8. State and Federal Grants

The Consultant will monitor opportunities for additional funding for the County's projects including non-conventional State and Federal funding that may become available.

PRELIMINARY PROJECT DEVELOPMENT:

The CONSULTANT will perform any needed preliminary project development which will include:

1. Establish Preliminary Design Values

The Consultant will work with County to establish basic design concepts, project controls and a general scope for the Project.

2. Prepare/Evaluate Preliminary Route Locations on Uncontrolled Mapping*

The Consultant will evaluate various alternatives (route locations, alignment shifts, geometry) for the Project.

3. **Uncontrolled Mapping (w/Contours & GIS Data)**
The Consultant will investigate the existing routes and coordinate with County on establishing the best-fit alignments and mapping proposed geometry for Projects. A Preliminary Location Exhibit will be developed.
4. **Prepare Preliminary Hydrologic Map**
The Consultant will develop a Hydrologic Map for projects. The Hydrologic Maps will be based on LIDAR and GIS information.
5. **Investigate Preliminary ROW Requirements**
The Consultant will research and identify affected property owners on Project alignment and proposed ROW utilizing the latest appraisal district file information from the Webb County Appraisal District and subdivision plat information from the Webb County Planning Department and/or the Webb County Public Records.
6. **Prepare Preliminary Cost Estimates**
The Consultant will calculate preliminary construction cost estimates for the location and geometry of Projects.
7. **Preliminary Environmental Analysis (for Fatal Flaws)**
The Consultant will perform Preliminary Environmental Constraint Mapping to determine if any fatal flaws exist along proposed alignments.
8. **Prepare a Project Fact Sheet for All Anticipated Costs**
The Consultant will produce a Project Fact Sheet providing summaries of all pertinent items in the scope of services (as required) and providing estimated local costs vs. total project costs for Projects.
9. **Meetings, Coordination & Support for Project Development**
The Consultant shall provide coordination services and shall assist in meetings and workshops with TxDOT, County, Webb County County Drainage District No. 1, and all other affected parties. The Consultant shall serve as representative for County in coordination items. The Consultant shall coordinate with County's staff on all Project related items.

* A Phase I or better survey for hazardous materials should be included as a determining factor of route selection. Projects which do not require additional ROW should be considered separately from an expansion or new location.

ADDITIONAL RESONSIBILITIES EASEMENTS, LETTERS OF PERMISSION, ETC.:

The CONSULTANT shall be responsible for delineating easements. The CONSULTANT will be responsible for securing the necessary legal instruments.

MEETINGS:

Meetings will be held with the FHWA, State Officials, local governments, property owners, utility owners, railroad companies, other consulting firms, etc., as needed or required by County for projects. CONSULTANT shall coordinate with County for the development of any projects with any local entity having jurisdiction or interest in the project (including but not limited to city, county, Webb County-City of Laredo Regional Mobility Authority, TxDOT).

SPECIFICATIONS, SPECIAL PROVISIONS, SPECIAL SPECIFICATIONS:

Use the State's standard specifications or previously approved special provisions and/or special specifications. If a special provision and/or special specification is developed for any, it shall be in the State's format and incorporate references to approved State test procedures.

PROJECT MANAGER/ENGINEER COMMUNICATION:

The CONSULTANT shall designate one Texas Registered Professional Engineer to be responsible throughout the project for project management and all communications, including billing..

Any replacements to the CONSULTANT's designated Project Manager/Engineer must be approved by County.

Any engineering documents produced for County projects engineering projects shall be signed, sealed and dated or CADD sealed in accordance with Administrative Order No. 5-89 and Administrative Circular No. 26-91.

DESIGN RESPONSIBILITIES:

The CONSULTANT is responsible for design errors and/or omissions that become evident before, during or after construction of the project. The CONSULTANT's responsibility for all questions arising from design errors and/or omissions will be determined by County and all decisions shall be final and binding. This would include, but not necessarily be limited to:

1. All design errors and/or omissions resulting in additional design work to correct the errors and/or omissions.
2. Preparation of design documents and detail drawings necessary for a field change due to design errors and/or omissions.
3. Revision of original tracings to the extent required for a field change due to design errors and/or omissions.

CONSULTANT shall promptly make necessary revisions or corrections resulting from the CONSULTANT's errors, omissions or negligent acts without additional compensation. Acceptance of the work by County will not relieve the CONSULTANT of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities.

DOCUMENT AND INFORMATION EXCHANGE:

Data, Plan Sheets, General Notes and/or Specifications provided to County shall be furnished on 8GB USB flash drives. Each 8 GB flash drive shall have a file titled Table of Contents. The Table of Contents shall indicate the locations of files within the directory structure of the documentation.

General Notes and specifications shall be provided in MS Office 2007 format. Plan sheets shall be provided in Microstation DGN or GEOPAK GPK format. PDF copies of plan sheets shall also be provided.

Two copies of the documentation shall be provided to County.

If required, the CONSULTANT shall provide County, a CD that contains all the plan sheets for the project.

The graphics tape shall be compatible with County's computer system.

CD Tape Required (YES or NO): YES

PROPOSAL TIME:

The time indicated in the proposal and the contract shall include time necessary for reviews, approval, etc.

OFFICE LOCATION:

The CONSULTANT will perform all services to be provided under this agreement out of their office located at: 2805 Fountain Plaza Blvd., Suite A, Edinburg, Texas 78539

**Exhibit C
Fee Schedule**

MANHOURS										
TASK	On-Call Services Metropolitan Planning Organization (MPO) / TxDOT Services									
	Principal	Project Manager / Sr. Planner	Project Design Engineer	EIT / GIS Specialist	Engineering Tech	Administrative	Total Hours	Total Item Cost		
1	2	6					8	\$1,620.00		
2	2	6					8	\$1,620.00		
3	2	6					8	\$1,620.00		
4		8	4	8	2		22	\$3,006.00		
5					6		6	\$330.00		
	6	26	4	8	8		16			
Subtotal										
Labor Hours	6	26	4	8	0		16			
Contract Rate	\$225.00	\$195.00	\$144.00	\$95.00	\$82.00	\$55.00				
Total Labor Costs	\$1,350.00	\$5,070.00	\$576.00	\$760.00	\$-	\$440.00	\$8,196.00	\$8,196.00		

LINE ITEM EXPENSES

Mileage	\$	0.63	Mi.	Unit	Total
					500
Total Expenses					\$312.50
					\$312.50

GDJ Engineering Total Cost

\$8,509.00