

MARGIE R IBARRA  
COUNTY CLERK  
FILED

2023 JUN 28 PM 1:54

WEBB COUNTY, TEXAS

**WEBB COUNTY - HOWLAND ENGINEERING AND SURVEYING CO.  
FOR  
GEOTECHNICAL SERVICES  
WORK AUTHORIZATION #1**

BY All

This Work Authorization #1 is made under the Professional Services Contract Webb County - Howland Engineering and Surveying Co. Master Contract for Geotechnical Services approved by the Commissioners Court of Webb County on October 24, 2022.

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 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:* **Webb County Southern Fire Station**

*Type of Service:* **Geotechnical Services**

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

4. COMPENSATION AND PAYMENT

The cost for services under this Work Authorization will be based on a lump sum fee not to exceed FIVE THOUSAND DOLLARS (\$5,000.00) for the services detailed in Article 2 of this Work Authorization #1. The maximum amount payable under this Work Authorization # is FIVE THOUSAND DOLLARS (\$5,000.00).

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 Master 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 June 26, 2023.

10. EXHIBITS INCORPORATED

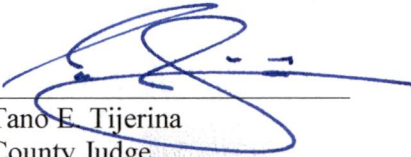
Exhibit "A" and "B" are made part of this Work Authorization and incorporated herein as if set out in full for all intents and purposes.

11. EFFECTIVE DATE

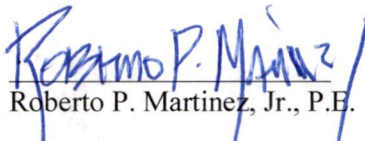
This Agreement becomes effective when signed by the last party whose signing makes the


Agreement fully executed.


COUNTY

  
\_\_\_\_\_  
Tano E. Tijerina  
County Judge

CONSULTANT

  
\_\_\_\_\_  
Roberto P. Martinez, Jr., P.E.

ATTEST:  
  
\_\_\_\_\_  
Margie Ramirez Ibarra  
Webb County Clerk



## **Exhibit A**

### **Scope of Services**

1. Perform a total of three (3) 20' geotechnical bores, two (2) bores for Fire Station Structure and one (1) bore for Canopy & Pavement within each structure as more fully depicted in Exhibit "B."
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, sulfate potential, approximate strength tests based on automatic standard penetration tests and Dynamic Cone Preparation (DCP) tests, 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 and foundation 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 one (1) working day. Laboratory testing will be completed and the written report will be issued within fifteen (15) working days of completion of field work.