

**WEBB COUNTY – TOP SITE CIVIL GROUP, LLC
FOR
SURVEYING
WORK AUTHORIZATION # 1**

MARGIE R IBARRA
COUNTY CLERK
FILED
2023 NOV 28 PM 1:27
WEBB COUNTY, TEXAS
DEPUTY

This Work Authorization #1 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 November 27, 2023.

1. **AUTHORIZATION TO PROCEED**

The execution of this Work Authorization by Webb County (hereinafter referred to as “County”) shall 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: **Penitas West Road Improvement Survey Project**

Type of Service: **Surveying Services for Surveys for Tract 62 Ranchos Penitas West Unit V and Tract 35 Ranchos Penitas West Unit III for temporary construction easement meets and bounds, Rancho Barranco Road Survey and construction staking of the road**

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

- f. Maintain the agreed upon work schedule prepared in accordance with this Work Authorization.
- g. 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 SEVEN THOUSAND DOLLARS (\$7,000.00) for the services detailed in Article 2 of this Work Authorization #1. The maximum amount payable under this Work Authorization #1 is SEVEN THOUSAND DOLLARS (\$7,000.00).

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 November 27, 2023.

11. 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.

12. EFFECTIVE DATE

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

COUNTY

CONSULTANT



By: Tano Tijerina
County Judge

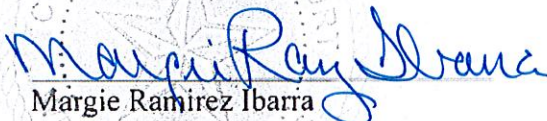


Jorge A. Martinez, P.E. R.P.L.S.
Managing Partner

Date: 11/27/2023

Date: 11/27/2023

ATTEST:



Margie Ramirez Ibarra
Webb County Clerk

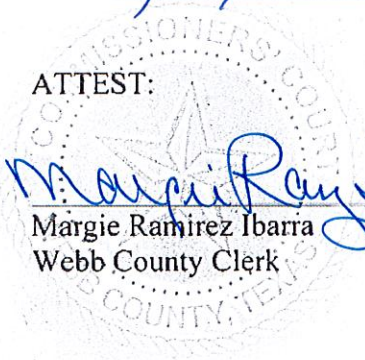


EXHIBIT A

SCOPE OF WORK

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. Set two primary control points within project limits,
3. Complete field surveying within project limits necessary to establish boundaries of for tracts 27-35 and tract 62. s
4. Prepare and sign two temporary construction easements along with metes and bounds description for tract 38 and 62 within the Penitas West Subdivision.
5. Coordinate with Webb County Engineering department
6. Provide construction staking to identify the existing right of way along Barranco Road.
7. Consultant shall complete the work within 30 calendar days of the execution of this Work Authorization.

Total Fee = \$7,000.00