

**WEBB COUNTY – HOWLAND ENGINEERING AND SURVEYING CO.**  
**FOR**  
**SURVEYING**  
**TRACT C-14 BOTINES SUBDIVISION**  
**WORK AUTHORIZATION # 2**

MARGIE R IBARRA  
COUNTY CLERK  
FILED  
2024 FEB 29 AM 11:30  
WEBB COUNTY, TEXAS

This Work Authorization #2 is made under the Professional Services Contract Webb County – \_\_\_\_\_ DEPUTY  
Howland Engineering and Surveying Co. Master Contract for Surveying Services as approved by  
the Commissioners Court of Webb County on October 24, 2022.

1. AUTHORIZATION TO PROCEED

County's approval of this Work Authorization shall be construed as authorization by the County for Howland Engineering and Surveying Co. (hereinafter "Consultant") to proceed with the work (Authorization to Proceed).

2. SCOPE OF SERVICES

The scope of services to be provided by Consultant for this Work Authorization is the following:

*Project Name:* **Boundary Survey Subdivision for Tract C-14 +/- 20 acres (Tract C-14A and Tract C-14B) Botines Subdivision, Webb County, Texas**

*Type of Service:* **Surveying 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 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 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 SIX THOUSAND FOUR HUNDRED TWENTY-FIVE DOLLARS (\$6,425.00) for the services detailed in Article 2 of this Work Authorization #2. The maximum amount payable under this Work Authorization #2 is SIX THOUSAND FOUR HUNDRED TWENTY-FIVE DOLLARS (\$6,425.00).

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 #2 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 February 12, 2024.

10. 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.

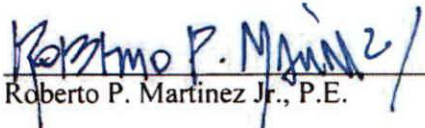
11. EFFECTIVE DATE

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed and is effective as of February 12, 2024.

COUNTY

CONSULTANT


  
By: Tano Tijerina  
County Judge

  
Roberto P. Martinez Jr., P.E.

Date: 2/12/2024

Date: 01.26.24

ATTEST:

  
Margie Ramirez Ibarra  
Webb County Clerk



## Exhibit A

### Scope of Services

1. Surveyor will locate and identify Tract C-14 +/- 20 acres and two tracts out of Tract C-14 (Tract C-14A and Tract C-14B) Botines Subdivision, Webb County, Texas and property corners
2. Deliverables will include three (3) signed and sealed hard copies of boundary survey to include, signed and sealed Overall Map Plat and three (3) signed and sealed hard copies of the each of the legal descriptions (metes and bounds description), and three (3) signed and sealed survey maps or each tract out of Tract C-14 and one (1) .pdf of each signed and sealed document listed above.
3. Howland shall complete the boundary survey and submit deliverables 10 calendar days from the date of Authorization to Proceed.

The parties hereto acknowledge that the survey will be performed without the benefit of a title commitment.