

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES CONTRACT
C-08-225-09-09

THIS AGREEMENT is made effective the 9TH day of **SEPTEMBER, 2008**, by and between the **COUNTY OF HIDALGO, TEXAS**, ("County") and **DOS LAND SURVEYING, LLC** a Texas Limited Liability Company ("Surveyor")

W I T N E S S E T H:

WHEREAS, the County requires Surveying services for **VARIOUS ROAD & BRIDGE AND C.I.P PROJECTS (On An As Needed Basis)** located within **HIDALGO COUNTY PRECINCT NO. 1**; and

WHEREAS, County has determined that the services of Professional Surveyor are sometimes necessary to carry out the required Surveying activities; and

WHEREAS, pursuant to Texas Government Code Section 2254.002, "The Professional Services Procurement Act," Government Code, the County requested proposals from Professional Right-of-Way Surveyor to assist the County by providing Surveying services; and

WHEREAS, the County has selected the Surveyor to provide Surveying services within the County of Hidalgo, Texas through its procured approved pool of Surveyors.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Surveyor do mutually agree as follows:

1. **Scope of Services.** . Surveyor agrees to provide to County the services shown in Exhibit "A" attached hereto and entitled "Services to be Provided by the Surveyor." Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

2. **Term.** This Contract becomes effective when fully executed by both parties and will terminate one (1) year from the date of execution or unless sooner terminated as provided herein. The Surveyor will not begin work or incur costs until authorized in writing by the County

order.

3. Method of Payment. Payments to the **Surveyor** for services rendered will be made while work is in progress as executed through a lump sum fee assigned to each work authorization (hereinafter referred to as "**Work Authorization**") in accordance with **Paragraph 4** herein. For each **Work Authorization**, the **Surveyor** shall prepare and submit to the **County** monthly progress reports in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter referred to as "**Request for Payment**"). The progress report shall indicate the percent completion of the work accomplished by the **Surveyor** during the billing period and to the date of the **Request for Payment**. On or before noon of the first Monday of each month during the performance of the services, the **Surveyor** shall submit to the **County** for approval a **Request for Payment**. Payment of the lump sum fee for each **Work Authorization** identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified in such **Work Authorizations** together with a detailed breakdown of the amount and the sum of all prior payments. The **County** shall review each such **Request for Payment** and may make such exceptions as the **County** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the **County** meets approving such payment, the **County** shall make payment to the **Surveyor** in the amount approved as aforesaid subject to **Paragraph 4** herein and below.

If the **Project**, or any portion(s) thereof, are deleted or otherwise not completed, compensation to the **Surveyor** by the **County** for the **Project** or such portions of the project shall be only the amounts paid the **Surveyor** for actual work performed in accordance with the **Work Authorization(s)** approved by the **County**.

Final Payment. After final completion of the work and acceptance thereof by the **County** the **Surveyor** shall submit a final request for payment ("**Final Request for Payment**") which shall set forth all amounts due and remaining unpaid to the **Surveyor** and upon approval thereof by the **County**, the **County** shall pay to the **Surveyor** the amount due ("**Final Payment**") under such **Final Request for**

Payment in accordance with the provisions of **Paragraph 4** hereof. The **Final Payment** shall not be made until the **Surveyor** delivers to the **County** an affidavit that so far as the **Surveyor** has knowledge or information any and all amounts due for materials and services over which the **Surveyor** has control have been paid.

Qualification on Obligations to Pay. Any provision hereof to the contrary notwithstanding, the **County** shall not be obligated to make any payment (whether a payment under **Paragraph 4** hereof or **Final Payment**) to the **Surveyor** hereunder if any one or more of the following conditions precedent exist:

- (1) The **Surveyor** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;
- (2) Any part of such payment is attributable to the **Surveyor's** services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Surveyor's** services which were performed in accordance with this Agreement.
- (3) The **Surveyor** has failed to make payments promptly to consultants or other third parties used in connection with the **Project** for which the **County** has made payment to the **Surveyor**;
- (4) If the **County**, in good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Surveyor's** services in accordance with this Agreement, no additional payments will be due the **Surveyor** hereunder unless and until the **Surveyor**, at its sole cost, performs a sufficient portion of the **Surveyor's** services so that such portion of the compensation then remaining unpaid is determined by the **County** to be sufficient to so complete the **Surveyor's** services.

No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the **Surveyor's** services to which such partial payment related or relieves the **Surveyor** of any of its obligations hereunder with respect thereto.

The **Surveyor** shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the **Surveyor's** services.

Waiver. The making of the **Final Payment** shall constitute a waiver of all claims by the **County** except those arising from (1) faulty or defective services of the **Surveyor** appearing after completion of

the **Project**. (2) failure of the **Surveyor** 's services to comply with the requirements of this Agreement or any contracts or Agreements related to the **Project**, or (3) terms of any special warranties required by this Agreement or provided at law or in equity. The acceptance of **Final Payment** shall constitute a waiver of all claims by the **Surveyor** except those previously made in writing and identified by the **Surveyor** as unsettled at the time of the **Final Request for Payment**.

4. **Work Authorization.** After execution of this Agreement, the **Surveyor** shall proceed with the work outlined under Article 2 hereof, only as authorized by the **County** through an agreed **Work Authorization** document in the form identified in **EXHIBIT "D"- Work Authorization Form**, attached hereto and made a part of this Agreement. The **Surveyor** will identify, as approved by the **County**, the needed services for the **Project**, as required through the course of the development to the **Project**. The **County** shall authorize the **Surveyor** to perform one or more of the agreed tasks identified in **EXHIBIT "A"**, attached hereto, in the form of individual work authorizations. Upon authorization from the **County**, the **Surveyor** will prepare a **Work Authorization** document, which will include a description of the work to be performed, including a description of the tasks and milestones, a work schedule, and an estimated cost proposal agreed upon by the **County** and the **Surveyor**. The estimated cost proposal shall set forth in detail the computation of the cost of each work task, at the hourly rates established and identified in **EXHIBIT "B"**, attached hereto. The **Work Authorizations** shall not waive the **County's** and the **Surveyor's** responsibilities and obligations established in this Agreement.

The estimated cost proposal for each **Work Authorization**, developed by the **Surveyor** and approved by the **County** shall be used by the **County** to appropriate a purchase order for the **Work Authorization**. Each executed **Work Authorization** shall become a part of this **Agreement**. Upon satisfactory completion of the **Work Authorization**, the **Surveyor** shall submit the **Project's** deliverables as specified in the executed **Work Authorization** to the **County** for review and acceptance.

Work included in a **Work Authorization** shall not begin until the **County** and the **Surveyor** have signed the **Work Authorization**. All work must be completed on or before the completion date specified in the **Work Authorization**, unless extended by written agreement by the **Surveyor** and the **County**. The **Surveyor** shall promptly notify the **County** of any event that will affect completion of the **Work Authorization**. All **Work Authorizations** must be executed and completed by both the **Surveyor** and the **County** within the period established for this Agreement.

The final acceptance by the **County** of each **Work Authorization** for the **Project** shall serve as evidence of completion, on the part of the **Surveyor** of all services under this Agreement insofar as they pertain to that portion of work on the **Project** identified in the applicable work authorization

5. Compensation. As consideration for rendering the Services provided for in this Contract, the County agrees to pay the Surveyor the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Surveyor. The Surveyor is authorized to submit periodic requests for payment within thirty days after completion of each Work Authorization. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment of said services in the customary manner provided for payments utilized by Hidalgo County, Texas. Surveyor agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Contract and to keep adequate books and records of all such receipts and/or expenditures. All payments to Surveyor shall be mailed to the address shown in numbered paragraph 21, hereof.

6. Inspection of Work. The County has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Surveyor, or a subcontractor, the Surveyor shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

7. **Amendments.** If it becomes necessary at any time during the contract period to change the scope of work, the contract period, the maximum amount payable, the complexity, or the character of this contract, an amendment must be prepared and executed within the contract period. The County retains the right to reject any such amendment proposed by the Surveyor unless the County finds the proposed amendment necessary to complete the work authorized herein. Any such amendments be made in writing agreed to by all parties hereto and duly executed before the end of the contract period as specified.

If the County finds it necessary to require changes in completed work because of errors made by the Surveyor, the County shall require the Surveyor to correct the work at no cost to the County and without amendment to the Work Authorization or the Contract. If the changes are made at the request of the County and are not due to errors of the Surveyor, the County will reimburse the Surveyor for the additional work at the same rate of pay established in Exhibit "B," "Basis for Payment." If payment for the additional work will cause the maximum amount payable to be exceeded, an amendment shall be executed in accordance with the terms of this provision.

8. **Reporting.** The Surveyor shall promptly advise the County in writing of events which have a significant impact upon the contract, including:

1. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any County or, if Federal funds are involved, Federal assistance needed to resolve the situation.
2. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.

9. **Ownership of Documents.** Upon completion or termination of this contract, all documents prepared by the Surveyor or furnished to the Surveyor by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this contract shall be made available, upon request, to the County without restriction or limitation on their further use. The Surveyor may, at its own expense, have copies made of the

documents or any other data furnished the County under this contract.

10. Independent Contractor. Surveyor must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the services provided by Surveyor under this Contract. Notwithstanding the foregoing sentence, Surveyor represents and maintains that it is an independent contractor and is not an employee of Hidalgo County, Texas, or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Surveyor agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

11. Voluntary Termination. Surveyor and County agree that either party may terminate this Contract at any time for any reason or no reason at all upon the giving of thirty (30) days prior written notice to the other party.

12. Insurance. Surveyor agrees to provide liability insurance covering its activities in providing the services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish department a certificate of insurance, Exhibit "C", issued by the insurer that such insurance is in full force and effect.

13. No Assignment. Except as otherwise herein provided. Surveyor may not assign the obligations or rights under this contract to any person without the prior written consent of the County.

14. Conflict. Nothing in this Contract shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Contract and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Contract shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict

exists.

15. Termination by County. If Surveyor fails to deliver quality service, fails to achieve the defined goals, outcomes, strategies and outputs set by County, or if Surveyor fails to comply with any conditions in this Contract, then County shall have the right to terminate this Contract upon the giving of ten (10) days prior written notice to Surveyor.

16. No Waiver. No waiver by County of any breach of any provision of this Contract shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

17. Entire Agreement. This Contract contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by County and Surveyor, and not otherwise.

18. Venue. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

19. Hold Harmless. In the event Surveyor should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Surveyor shall hold harmless and indemnify County from any and all obligations, liabilities, causes of action, lawsuits, damages, and assessments, including legal fees, etc., that result from the Surveyor's intentional actions or negligence. This indemnification clause shall survive this Contract and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

20. Attorney's Fees. In the unlikely event that a dispute occurs which is litigated or arbitrated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this Contract, the losing party shall bear the cost of the attorney's fees

incurred by the prevailing party and any and all costs applicable thereto, including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

21. Notices. Except as may be otherwise specifically provided in this Contract, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County: County of Hidalgo
 Attention: County Judge
 100 E. Cano, 2nd Floor
 Edinburg, Texas 78539

If to Surveyor: Dos Land Surveying
 Attn: Eric Ybarra, President
 2811 East Mile 9.5
 Donna, Texas 78537

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

22. Execution of Documents. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Contract including the **Work Authorization Form** attached hereto as **Exhibit "D"**.

23. Binding Contract. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this contract.

24. Gender. All pronouns used in this Contract shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and

as often as may be appropriate

25. Authority. The execution and performance of this Contract by County and Surveyor have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes the valid and enforceable obligations of County and Surveyor in accordance with its terms.

EXECUTED as of the day and year first written above.

APPROVED BY COMMISSIONER'S COURT ON _____, 2008.

APPROVED AS TO FORM:

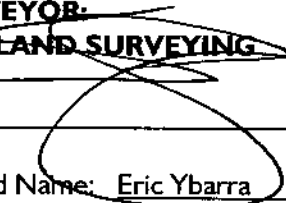
Atlas & Hall, LLP

By: 
Stephen L. Crain

COUNTY OF HIDALGO, TEXAS

By: 
Juan D. Salinas, III, County Judge

**SURVEYOR:
DOS LAND SURVEYING**

By: 

Printed Name: Eric Ybarra

Title: President

ATTEST:


Arturo Guajardo, Jr., County Clerk

EXHIBIT “A”

**-Services to be
Provided by Surveyor**

EXHIBIT "B"

Services to be Provided by the Surveyor

Services and Capabilities of Dos Land Surveying:

Boundary Surveys

A survey performed for the purpose of locating and marking property corners, boundary lines and/or easements of a given parcel of land. This involves record and field research, measurements, and computations to establish boundary lines in conformance with the rules and regulations of the Texas Board of Professional Land Surveying.

Parcel Plats for Right-of-Way Acquisitions

A boundary survey prepared that creates a new parcel of land for the purpose of acquiring new right-of-way for roadways or utility easements. The survey is usually taken from a larger parent tract of land. A metes and bounds description is prepared along with the survey plat.

Control Surveys

A survey performed for determining precise locations of horizontal and vertical control points for use in boundary determination, aerial photographs, topographical surveys, construction staking and related purposes. Horizontal coordinates are derived using the latest in GPS equipment. Vertical locations are derived using state of the art digital levels and are based on existing published benchmarks.

Construction Surveys

Construction staking to establish the correct location of proposed structures as shown on improvement plans for construction of roads, parking lots, pipelines, buildings, etc.

Topographical Surveys

A survey locating topographic features - natural and man-made - such as buildings, improvements, fences, elevations, trees, streams, roadways, contours of the land, etc. This type of survey may be required by a governmental agency, or may be used by engineers and/or architects for design of improvements or developments on a site and also may include a boundary survey.

As-Built Surveys

A post-construction topographical survey which will include all structures and features of the property as well as all improvements that have been constructed.

Dos Land Surveying
"Hidalgo County Pct. 1 – Various R&B and CIP Projects"

EXHIBIT "B"
Page 1 of 1

EXHIBIT “B”

-Fee Schedule

EXHIBIT "B"



Contract Rate Schedule

Dos Land Surveying

LABOR:

Job Description	Contract Rate 2008	Contract Rate 2009	Contract Rate 2010	Contract Rate 2011	Contract Rate 2012	Contract Rate 2013	Contract Rate 2014
Surveying							
Reg. Public Land Surveyor	\$160.00	\$168.00	\$176.40	\$185.22	\$194.48	\$204.21	\$214.42
Party Chief	\$120.00	\$126.00	\$132.30	\$138.92	\$145.86	\$153.15	\$160.81
Survey Crew (2 person)	\$112.35	\$117.97	\$123.87	\$130.06	\$136.56	\$143.39	\$150.56
Survey Crew (3 person)	\$133.35	\$140.02	\$147.02	\$154.37	\$162.09	\$170.19	\$178.70
Survey Technician	\$64.95	\$68.20	\$71.61	\$75.19	\$78.95	\$82.90	\$87.04
CADD	\$78.00	\$81.90	\$86.00	\$90.29	\$94.81	\$99.55	\$104.53
Secretary	\$55.00	\$57.75	\$60.64	\$63.67	\$66.85	\$70.20	\$73.71

***These are the rates to be determined for each work authorization

NON-LABOR:***

Mileage	.60/mile
ATV	\$100/day
Lodging (in state)	at cost
Materials (Rebar, misc)	\$15/day
Air Travel	at cost
Overnight Carrier cost	\$20/letter
GPS Equipment	\$475/day
Copies (8 1/2 x 11)	\$.15/ea
Bond Plots	\$0.80/sq. ft.
Color Plots	\$1.70/sq. ft.
Mylar Plots	1.60/sq. ft.

EXHIBIT “C”

-Insurance Requirements

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

8/26/2008

PRODUCER
 on Robertson Insurance Agency
 322 S.W. Frwy. Ste. 1850
 Houston, TX. 77074
 281-272-0558

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
 DOS Land Surveying, LLC
 212 West 3rd St.
 Weslaco, TX 78596
 956-968-8855

INSURERS AFFORDING COVERAGE		NAIC#
INSURER A:	Interstate Fire & Casualty	
INSURER B:	Texas Mutual Insurance Company	
INSURER C:	HCC Specialty	
INSURER D:		
INSURER E:		

COVERAGE

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

ADDITIONAL INSURED	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
X	GENERAL LIABILITY	CMR6200015	10-28-07	10-27-08	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	☐ CLAIMSMADE ☒ OCCUR				MED EXP (Any one person) \$ 5,000
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 1,000,000
					PRODUCTS - COMP/OP AGG \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC				
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO				BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	☐ SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	☐ HIRED AUTOS				
	☐ NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	☐ ANY AUTO				OTHER THAN AUTO ONLY: EA ACC \$
					AGG \$
	EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE \$
	☐ OCCUR ☐ CLAIMSMADE				AGGREGATE \$
	☐ DEDUCTIBLE				\$
	☐ RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	001176767	02-10-08	02-10-09	☒ WC STATUTORY LIMITS ☐ OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
					E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	OTHER Professional Liability	S707-10575	10-28-07	10-28-08	\$2,000,000 Occurrence \$2,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. The certificate does not amend, extend or alter the coverage afforded by the policy (ies).

CERTIFICATE HOLDER

County of Hidalgo
 2802 South Business Hwy 281
 Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Ron Robertson

EXHIBIT “D”

-Work Authorization Form

HIDALGO COUNTY

Professional Surveying Services

Contract No. _____

Work Authorization Form

WORK AUTHORIZATION NO. ____

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of the Service Contract made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, "**Firm's Name**", professional Surveyor of _____, Texas, hereinafter called "**Surveyor**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Surveyor** to provide _____.

The scope of services to be provided by the **Surveyor** is identified in **EXHIBIT "A" – Scope of Services to be Provided by the Surveyor** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is _____. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "B"**.

PART 3. PAYMENT

Compensation and payment to the Surveyor for the services established under this Work Authorization shall be made in accordance with Article/Part/Section _____ of the Agreement.

PART 4. FUNDING

This Work Authorization No. ____ shall be funded through funding source:

Account No. _____

Requisition Number _____ (MUST BE INCLUDED AFTER CC APPROVAL)

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of project.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by the Hidalgo County Right of Way Department as to content and detail of this Work Authorization No. ____.

HIDALGO COUNTY PRECINCT NO. _____

BY: _____
Hidalgo County Commissioner

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of _____ day of _____, 2008.

**THE SURVEYOR:
(NAME OF FIRM)**

**THE OWNER:
HIDALGO COUNTY**

Juan D. Salinas, III, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" -	Service to be Provided by the Surveyor
ATTACHMENT "B" -	Payment/ Fee Schedule
ATTACHMENT "C" -	Insurance Requirements provided by Surveyor
ATTACHMENT "D" -	Work Authorization Form

AI-10974**35.C.0.****Pct 1-Professional Surveying Services Agreement-Various R&B and CIP Projects-Dos Land Surveying, LLC
CC REGULAR****Date:** 09/09/2008**Submitted By:** Letty Saenz, PURCHASING DEPT.**Submitted For:** Letty Saenz**Department:** PURCHASING DEPT.**Agenda Area:** Purchasing Department**Purchasing only:** Prct. 1

Information**CAPTION**

Requesting approval of a professional surveying services contract with DOS LAND SURVEYING, LLC for "Various Road & Bridge and CIP Projects" (On an as needed basis) for Hidalgo County Precinct No. 1. (As selected after evaluation of S.O.Q. s from the POOL OF ENGINEERS and previously approved by C.C. on 05/13/08 for negotiation of the contract with DOS LAND SURVEYING, LLC and approved by legal council to proceed with final execution of contract)

BACKGROUND

Professional Surveying Services Agreement approved by legal counsel

Fiscal Impact**FISCAL YEAR:** 2008**ACCT. #:** 8-1201-431-00-121-005-0-334/339/734**FUNDS AVAILABLE Y/N?:****MATCHING FUNDS Y/N?:****BUDGETARY IMPACT:**

Attachments

Link: Professional Surveying
Services Agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
	(Originator)	Letty Saenz	09/03/2008 03:16 PM	CREATED
1	Purchasing Department			NEW
2	Budget & Management			
3	Auditor's Office			
4	Court Administrator			

Form Started By: Letty Saenz Started On: 09/03/2008 03:16 PM
