



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, 2<sup>nd</sup> 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

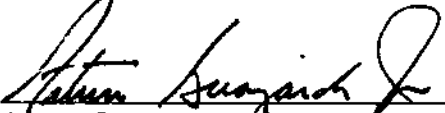
**SURVEYOR:  
DOS LAND SURVEYING**

By:   
\_\_\_\_\_

Printed Name: Eric Ybarra

Title: President

**ATTEST:**

  
\_\_\_\_\_  
Arturo Guajardo, Jr., County Clerk

# **EXHIBIT "A"**

**-Services to be  
Provided by Surveyor**

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## **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.

# **EXHIBIT “B”**

**-Fee Schedule**

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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
<b>Surveying</b>							
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

DATE (MM/DD/YYYY)  
10/5/2009

<b>PRODUCER</b> Ron Robertson Insurance Agency 7322 S.W. Frwy. Ste. 1850 Houston, TX. 77074 713-272-0558		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.	
<b>INSURED</b> DOS Land Surveying  212 W. Third St. Weslaco, TX 77596		<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC#</b>
		INSURER A: <b>Hartford Insurance</b>	
		INSURER B: <b>Sentinel Insurance / Hartford</b>	
		INSURER C: <b>Texas Mutual Insurance Company</b>	
		INSURER D: <b>Hartford Insurance</b>	
		INSURER E:	


**COVERAGES**

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.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMSMADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	61SWC 610489	06-09-09	06-09-10	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 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
B		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	61UECKO4005	08-8-09	08-8-10	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000  BODILY INJURY (Per person) \$  BODILY INJURY (Per accident) \$  PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$  OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMSMADE  DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	001176767	02-10-09	02-10-10	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D		OTHER Professional	61SWC 610489	06/09/09	06/09/10	\$ 1,000,000

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

This certificate is issue 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).

<b>CERTIFICATE HOLDER</b> County of Hidalgo 2802 S. Business Hwy 281 Edinburg, TX 78540	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> 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 
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## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



## **IMPORTANT**

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# **EXHIBIT “D”**

**-Work Authorization Form**

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## **IMPORTANT**

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# ACORD™ CERTIFICATE OF LIABILITY INSURANCE


DATE (MM/DD/YYYY)  
10/5/2009

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<b>INSURED</b> DOS Land Surveying  212 W. Third St. Weslaco, TX 77596		<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC#</b>
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		INSURER D: <b>Hartford Insurance</b>	
		INSURER E:	

**COVERAGES**  
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INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMSMADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	61SWC 610489	06-09-09	06-09-10	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 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
B		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	61UECKO4005	08-8-09	08-8-10	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000  BODILY INJURY (Per person) \$  BODILY INJURY (Per accident) \$  PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$  OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMSMADE  DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	001176767	02-10-09	02-10-10	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D		OTHER Professional	61SWC 610489	06/09/09	06/09/10	\$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**  
 This certificate is issue 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).

<b>CERTIFICATE HOLDER</b> County of Hidalgo 2802 S. Business Hwy 281 Edinburg, TX 78540	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> 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 
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## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/5/2009

<b>PRODUCER</b> Ron Robertson Insurance Agency 7322 S.W. Frwy. Ste. 1850 Houston, TX. 77074 713-272-0558		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.	
<b>INSURED</b> DOS Land Surveying  212 W. Third St. Weslaco, TX 77596		<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC#</b>
		INSURER A: <b>Hartford Insurance</b>	
		INSURER B: <b>Sentinel Insurance / Hartford</b>	
		INSURER C: <b>Texas Mutual Insurance Company</b>	
		INSURER D: <b>Hartford Insurance</b>	
		INSURER E:	

**COVERAGES**  
 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.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMSMADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	61SWC 610489	06-09-09	06-09-10	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 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
B		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	61UECKO4005	08-8-09	08-8-10	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000  BODILY INJURY (Per person) \$  BODILY INJURY (Per accident) \$  PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$  OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMSMADE  DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	001176767	02-10-09	02-10-10	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D		OTHER Professional	61SWC 610489	06/09/09	06/09/10	\$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**  
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<b>CERTIFICATE HOLDER</b> County of Hidalgo 2802 S. Business Hwy 281 Edinburg, TX 78540	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> 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 <i>Ron Robertson</i>
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## **IMPORTANT**

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## **DISCLAIMER**

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**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		