

AGREEMENT FOR ENGINEERING SERVICES

Las Lomas Paving Project

This Agreement is made this 15th day of October, 2024, by and between WEBB COUNTY, a political subdivision of the State of Texas, hereafter referred to as the OWNER, and GDJ Engineering, LLC hereinafter referred to as the ENGINEER.

The Engineering services to be provided for pursuant to this agreement are for the drainage and roadway improvements for an approximate 2.0 miles of Camino Las Loma.

General Project Description: ENGINEER shall provide Civil Engineering, including but not limited to, design/schematics, development of construction cost estimates, preparation of construction documents for the bidding process and construction administration throughout the duration of project to close out for the paving of Las Lomas Road consisting of approximately 7,133 linear feet of roadway requiring but not limited to new asphalt overlay and pavement markings. This project includes the design of the improvements and construction supervision, including construction documents, specifications and assistance during the bidding and construction phases.

Survey, Design, Construction Management & Inspection, Approx. 2 miles of Camino Las Lomas from Sal Si Puedes Road to Camino del Norte

ENGINEER shall work with OWNER to address the proposed Project's timeline and deliverables. Engineering Reports shall be provided as may be needed by OWNER and/or any federal, state or local agency having jurisdiction for the project. During the Construction Phase of the Project, ENGINEER shall assist Webb County with construction related services included but not limited to reviewing Requests for Information ("RFIs"), Change Orders ("COs") Payment Requests and periodic review of the construction and provide the necessary As-Built Plans (Drawings) to OWNER.

The ENGINEER agrees to perform the various professional engineering services for the planning, design, and construction of said Project in accordance with the provisions of this Agreement.

SECTION A - GENERAL PROVISIONS

1. General

(a) This Agreement represents the entire and integrated Agreement between the OWNER and the ENGINEER for the Project and supersedes all prior negotiations, representations or agreements, either written or oral. In the event any provisions of this Agreement or any subsequent addendum shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party. The General Provisions of this Agreement supersede any conflicting SPECIAL PROVISIONS.

(b) The ENGINEER will cooperate and work closely with OWNER.

(c) The ENGINEER will attend conferences or public hearings or meetings with the OWNER and/or other interested parties and provide assistance (as it relates to ENGINEERS Scope of Service) with such undertakings as may be reasonably necessary in connection with this Project.

FILED Oct. 23rd 2024 @ 11:00 a.m.
MARGIE RAMIREZ IBARRA
COUNTY CLERK, WEBB COUNTY, TEXAS
BY [Signature] DEPUTY

2. Responsibilities of the ENGINEER

(a) The ENGINEER shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all design drawings, specifications, reports, and other services furnished by the ENGINEER under this Agreement. The ENGINEER shall keep the OWNER informed of the performance of the ENGINEER'S duties under this Agreement. The ENGINEER, shall promptly and without additional compensation, correct or revise any errors, omissions, or other deficiencies in the design drawings, specifications, reports, and other services.

(b) The ENGINEER shall perform services (1) with professional skill and care ordinarily provided by competent engineers practicing under the same or similar circumstances and professional license, and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer. Engineer shall comply with all applicable state, federal and local laws, ordinances, rules, and regulations relating to the work to be performed and Engineer's performance. Additionally, Engineer shall follow any applicable requirements provided by OWNER in effect on the date of execution of any agreement OWNER may have executed with any state agency which has participated in funding this project.

(c) The OWNER'S review or approval of design drawings, specifications, reports, and other services furnished hereunder shall not in any way relieve the ENGINEER of responsibility for the technical adequacy of the work. Neither the OWNER'S or any local, or state agency review, approval or acceptance of, nor payment for any of the services shall be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

(d) The ENGINEER shall be and shall remain liable, in accordance with applicable law, for all damages to the OWNER caused by the ENGINEER'S negligent performance of any of the services furnished under this Agreement, except for errors, omissions or other deficiencies to the extent attributable to the OWNER or OWNER-furnished data. The ENGINEER shall not be responsible for any time delays in the Project caused by circumstances beyond the ENGINEER'S control.

(e) The ENGINEER'S obligations under this Section 2 are in addition to the ENGINEER'S other express or implied assurances under this Agreement or State law and in no way diminish any other rights that the OWNER may have against the ENGINEER for faulty materials, equipment, or work.

3. Responsibilities of the OWNER

(a) The OWNER shall provide the ENGINEER copies of any and all completed or draft designs, plans, reports, studies, surveys and technical papers for the proposed project area, which OWNER may have, which would be of use to assist the ENGINEER in the design of the project.

(b) The OWNER shall provide to the ENGINEER full and free access to enter upon all property required for the performance of the ENGINEER'S services under this Agreement.

(c) The OWNER shall acquire any ROW needed for the project. Engineer will provide surveys of the parcels of land that have been determined as necessary for the project.

4. Changes

(a) The OWNER may, at any time, by written order make changes within the general scope of this Agreement in the services or work to be performed. If such changes cause an increase or decrease in the ENGINEER'S cost or time required to perform any services under this Agreement, whether or not changed by any order, the OWNER shall make an equitable adjustment and modify this Agreement in writing. The ENGINEER must assert any claim for adjustment under this clause in writing within thirty (30) days from

the date it receives the OWNER'S notification of change, unless the OWNER grants additional time before the date of final payment.

(b) No services for which the ENGINEER will charge an additional compensation shall be furnished without the written authorization of the OWNER.

5. Termination of Contract

(a) This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no such termination may be effected unless the other party is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party before termination.

(b) This Agreement may be terminated in whole or in part in writing by OWNER for its convenience, provided that the parties are given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the parties prior to termination.

(c) If termination for default is effected by the OWNER, an equitable adjustment in the price provided for in this Agreement shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the ENGINEER at the time of termination may be adjusted to cover any additional costs to the OWNER because of the ENGINEER'S default.

(d) If termination for default is effected by the ENGINEER, or if termination for convenience is effected by the OWNER, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the ENGINEER for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the ENGINEER relating to commitments which had become firm prior to the termination.

(e) Upon receipt of a termination action under paragraphs (a) or (b) above, the ENGINEER shall (1) promptly discontinue all affected work (unless the notice directs otherwise), (2) proceed to cancel promptly all existing orders and contracts insofar as these orders or contracts are chargeable to this agreement. As soon as practicable after receipt of notice of termination, the Engineer shall submit a statement showing in detail the services performed under this agreement to the date of termination and (2) deliver or otherwise make available to the OWNER within ten (10) days copies of all data, design drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the ENGINEER in performing this Agreement, whether completed or in process.

(f) Upon termination under paragraphs (a) or (b) above, the OWNER may take over the work and may award another party an Agreement to complete the work under this Agreement.

(g) If, after termination for failure of the ENGINEER to fulfill contractual obligations, it is determined that the ENGINEER had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the OWNER. In such event, adjustment of the Agreement price shall be made as provided in paragraph (d) of this Section 5 above.

6. Payment

(a) The ENGINEER will submit to the OWNER for services rendered an itemized billing statement showing charges for such services accompanied by any additional documentation requested by the

OWNER. These statements shall be sworn to be true and correct by the ENGINEER, or an officer or agent thereof, having knowledge of the facts set forth. The ENGINEER shall not include on these statements any item payable or chargeable under any other agreement with the OWNER. The ENGINEER shall not be entitled to any compensation or expense reimbursement other than as set forth in this Agreement. The OWNER shall review each statement and approve it with modifications, if any, as he may deem appropriate. The OWNER agrees to pay each statement plus all amounts payable within 30 days after the County Auditor approves it. Further, the approval or payment of each statement shall not be considered evidence of performance by the ENGINEER to the point indicated by such statement or of the receipt or acceptance by OWNER of the work covered by the statement.

(b) Payments for ENGINEERING SERVICES of the Design Phase (Section B-1 through B-9 of this Agreement) and for ADDITIONAL ENGINEERING SERVICES of the Design Phase (Section D of this Agreement) which are contracted by a Firm Fixed Price Method, are due and payable monthly on the basis of the ENGINEER'S estimate of the percentage of completion of the phase or task, as appropriate.

(c) Payments for ENGINEERING SERVICES during the Construction Phase (Section B-11 through B-22 of this Agreement) are due and payable monthly based on percent ratios identical to those approved by the ENGINEER as a basis upon which to make partial payments to the contractor(s). Owner shall make payment to the Engineer within 30 days after receipt of an acceptable invoice.

(d) Payment for ADDITIONAL ENGINEERING SERVICES for the Construction Phase (Section D of this Agreement) performed in accordance with this Agreement are due and payable in accordance with the following:

1. One hundred percent (100%) of the firm fixed price upon completion and acceptance by the OWNER of completed ADDITIONAL ENGINEERING SERVICES.

(e) No payment request made under this clause shall exceed the estimated amount and value of the work and services performed by the ENGINEER under this Agreement. The ENGINEER shall prepare the estimates of work performed and shall supplement them with such supporting data as the OWNER may require.

(f) Reimbursable Expenses incurred by ENGINEER directly related to the Project, as follows:

1. Permitting and other fees required by authorities having jurisdiction over the Project;
2. Printing, reproductions, plots, and standard form documents;
3. Postage, handling, and delivery;
4. Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner in writing or required for the Project;
5. Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective.
6. For Reimbursable Expenses the compensation shall be the expenses incurred by ENGINEER plus one percent (1%) of the expenses incurred.

(g) Upon satisfactory completion of the work performed under this Agreement, as a condition before final payment under this Agreement or as a termination settlement under this Agreement the ENGINEER shall execute and deliver to the OWNER a release of all claims against the OWNER arising under, or by virtue of, this Agreement, except claims which are specifically exempted by the ENGINEER to be set forth therein. Unless otherwise provided in this Agreement, by State law or otherwise expressly agreed to by the parties to this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of the OWNER'S claims against the ENGINEER or its sureties under this Agreement or applicable performance and payment bonds.

(h) Final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of the OWNER'S claims against the ENGINEER under this Agreement.

7. Project Design

(a) Unless otherwise approved by the Owner, the ENGINEER shall specify materials, equipment, and processes which are readily available through competitive procurement and consistent with the OWNER'S requirements and any applicable granting agency regulations or requirements.

(b) Project design criteria should be consistent with the criteria set forth in any applicable Facilities Plan and meet the requirements of applicable granting agency regulations or requirements.

8. Audit and Access to Records

(a) The ENGINEER shall maintain books, records, documents, and other evidence directly pertinent to performance on work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied, and State regulations in effect on the date of execution of this Agreement. The ENGINEER shall also maintain the financial information and data used by the ENGINEER in the preparation of support of the cost submission required under state and federal regulations in effect on the date of execution for any negotiated agreement or amendment thereof and a copy of the cost summary submitted to the Owner. The OWNER, or any state or federal agency participating in, or contributing funding to this project, or any of their duly authorized representatives shall have access to such books, records, documents, and other evidence for inspection, audit, and copying during normal business hours. The ENGINEER will provide proper facilities for such access and inspection.

(b) The ENGINEER agrees to make paragraphs (a) through (f) applicable to all agreements and subcontracts it awards and to make paragraphs (a) through (f) of this clause applicable to all amendments directly related to Project performance.

(c) Audits conducted under this provision shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the reviewing or audit agency(ies).

(d) The ENGINEER agrees to disclose all information and reports resulting from access to records under paragraphs (a) and (b) of this clause to any of the agencies referred to in paragraph (a).

(e) Records under paragraphs (a) and (b) above shall be maintained and made available by the ENGINEER during performance of services under this Agreement and for three (3) years from the date of project acceptance by OWNER. In addition, those records which relate to any controversy arising under this Agreement, litigation, the settlement of claims arising out of such performance or to costs or items to which an audit exception has been taken shall be maintained and made available by the ENGINEER until three (3) years after the date of resolution of such appeal, litigation, claim or exception.

(f) This right of access clause applies to financial records pertaining to all agreements (except formally advertised, competitively awarded, fixed price agreements) and all agreement amendments regardless of the type of agreement related to this Agreement for Engineering Services. In addition, this right of access applies to all records pertaining to all agreements and agreement amendments:

1. to the extent the records pertain directly to Agreement performance; or,
2. if there is any indication that fraud, gross abuse or corrupt practices may be involved; or,
3. if the Agreement is terminated for default or for convenience.

9. Subcontracts

(a) Any subcontractors and outside associates or outside consultants required by the ENGINEER in connection with services under this Agreement will be limited to such individuals or firms as were specifically identified and agreed to during negotiations, or as the OWNER specifically authorizes during the performance of this Agreement. The OWNER must give prior approval, in writing, for any substitutions, additions or deletions to such subcontractors, associates, or consultants.

(b) The ENGINEER may not subcontract services to subcontractors or consultants without the OWNER'S prior written approval.

(c) The ENGINEER shall not propose a subcontract without first determining that the entity to perform the work is a responsible contractor that possesses the potential ability to perform successfully under the terms and conditions of the proposed procurement. The ENGINEER shall provide a written statement on its finding of the responsibility of the contractor and shall include the proposed cost and pricing information for the work. For the purposes of this section a responsible contractor is one that has:

1. Financial resources, technical qualifications, experience, organization and facilities adequate to carry out the project, or a demonstrated ability to obtain these;
2. Resources to meet the completion schedule contained in the subagreement;
3. A satisfactory performance record for completion of subagreement;
4. Accounting and auditing procedures adequate to control property, funds and assets.

10. Insurance

The ENGINEER further agrees to obtain and maintain, at the ENGINEER'S expense, such insurance as will protect the ENGINEER from claims under the Workman's Compensation Act and such comprehensive general liability insurance as will protect the OWNER and the ENGINEER from all claims for bodily injury, death, or property damage which may arise from the performance by the ENGINEER or by the ENGINEER'S employees of the ENGINEER'S functions and services required under this Agreement. ENGINEER shall also carry Professional Liability Insurance ("Errors & Omission") Coverage.

The ENGINEER further agrees to obtain and maintain throughout the duration of this contract, insurance coverage written by companies authorized to do business in the State of Texas and rated A- or better in the following types and amounts:

TYPE	AMOUNT
1) Workers' Compensation	Statutory Limits
2) Automobile Liability	\$1,000,000 Combined Single Limit for Bodily Injury and Property Damage
3) Commercial General Liability	\$1,000,000 per Claim & \$2,000,000 Aggregate
3) Professional Liability The Professional Liability coverage must be maintained for at least two (2) years after the project is completed. If coverage is written on a claims made	\$2,000,000 each claim made \$2,000,000 Annual Aggregate

basis, a policy retroactive date equivalent to the inception date of the contract (or earlier) must be maintained during the full term of the contract.

PLEASE NOTE: The required limits may be satisfied by any combination of primary, excess, or umbrella liability insurances, provided the primary policy complies with the above requirements and the excess umbrella is following-form. The Contractor may maintain reasonable and customary deductibles, subject to approval by the Webb County.

Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The Webb County accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of \$1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.

With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:

1. OWNER, Webb County, shall be named as an additional insured with respect to General Liability and Automobile Liability.
3. A waiver of subrogation in favor of the Webb County shall be contained in the Workers Compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify Webb County of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that the Webb County will receive at least thirty- (30) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name the Webb County as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by the Webb County.

All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverages according to requirements and contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to the Webb County.

Upon request, Contractor shall furnish the Webb County with certified copies of all insurance policies.

All contractors and subcontractors must be meeting minimum OSHA safety requirements as applicable to their operations.

11. Data and Copyrights

The OWNER, or any participating federal or state agency, has an unrestricted right to use any data or information generated in the performance of this Agreement and the OWNER, or any participating federal or state agency has a royalty-free, irrevocable license to use any plans, specifications, reports, data or information generated as a part of this agreement. Any reuse or adaptation will be at OWNER's, or any participating federal or state agency's, sole risk and without liability or legal exposure to ENGINEER.

12. Gratuities

(a) If the OWNER finds after a notice and hearing that the ENGINEER or any of the ENGINEER'S agents or representatives offered or gave gratuities (in the form of entertainment, gifts, or otherwise), to any official, employee, or agent of the OWNER, or any participating federal or state agency in an attempt to secure this Agreement or favorable treatment in awarding, amending or making any determinations related to the performance of this Agreement, the OWNER may, by written notice to the ENGINEER, terminate this Agreement. The OWNER may also pursue other rights and remedies that the law or this Agreement provides. However, the existence of the facts on which the OWNER bases such findings shall be in issue and may be reviewed in proceedings under the Remedies clause of this Agreement.

(b) In the event this Agreement is terminated as provided in paragraph (a), the OWNER may pursue the same remedies against the ENGINEER as it could pursue in the event of a breach of the Agreement by the ENGINEER. As a penalty, in addition to any other damages to which it may be entitled by law, the OWNER may pursue exemplary damages in an amount (as determined by the OWNER) which shall be not less than three nor more than ten times the costs the ENGINEER incurs in providing any such gratuities to any such officer or employee.

13. Covenant Against Contingent Fees

The ENGINEER assures that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the ENGINEER for the purpose of securing business. For breach or violation of this assurance the OWNER shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fees.

14. Opinion of Probable Cost

ENGINEER's Opinions of Probable Cost are to be made on the basis of ENGINEER's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, because ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by ENGINEER. If OWNER requires greater assurance as to probable

Construction Cost, OWNER must employ an independent cost estimator.

15. Remedies

Unless otherwise provided in this Agreement, all claims, counter-claims, disputes, and other matters in question between the OWNER and the ENGINEER arising out of or relating to this Agreement or the breach of it will be decided by a state district court of competent jurisdiction within the county in which the OWNER is located.

16. Compliance Standards

Under Section 231.006 of the Family Code, Engineer certifies that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

Engineer has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Agreement.

Engineer represents and warrants that, pursuant to Section 2270.002 of the Texas Government Code, Engineer does not boycott Israel and will not boycott Israel during the term of the contract.

Engineer certifies that it is not listed on the federal government's terrorism watch list as described in Executive Order 13224.

Engineer represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

17. Debarment Prohibition

(a) The ENGINEER agrees that at the time of execution of this Agreement that neither the CONTRACTOR nor any of its subcontractors are named on the master Lists of debarments, suspensions, and voluntary exclusions/40 CFR PT 32 (Master List) and that it will not make any sub-agreement awards to any entity that is named on the Master List.

18. Address of Notices and Communications

All notices and communications under this Agreement shall be mailed by standard mail, certified mail, return receipt requested, or delivered to the Engineer at the following address:

Robert J. Macheska, P.E., CFM
GDJ Engineering, LLC
2805 Fountain Plaza Blvd., Suite B
Edinburg, Texas 78539
(956) 603-2025

All notices and communications under this Agreement shall be mailed by standard mail, certified mail, return

receipt requested, or delivered to the OWNER at the following address:

Webb County

Webb County Judge

1000 Houston Street, 3rd Floor

Laredo, Texas 78040

with a copy to: Webb County Project Management

1620 Santa Ursula, 2nd Floor

Laredo, Texas 78040

19. Limit of Appropriation

Prior to the execution of this Agreement, the Engineer has been advised by OWNER, and the Engineer fully understands and agrees this understanding and agreement is of the absolute essence to this Agreement, that the total maximum compensation that the Engineer may become entitled to hereunder, and the total maximum sum that the OWNER shall become liable to pay to the Engineer, shall not, under any conditions, circumstances or interpretation, exceed the sum under this Agreement.

20. Successors and Assigns

The OWNER and the ENGINEER bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Neither the OWNER nor the ENGINEER shall assign, sublet or transfer its or his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body that may be a party.

21. Compliance and Standards

The Engineer agrees to perform the work in accordance with the applicable generally accepted standards and shall use that degree of care and skill commensurate with the engineering profession to comply with all applicable state, federal and local laws, ordinances, rules, and regulations relating to the work to be performed and Engineer's performance.

22. Ownership of Documents, Copyright

All documents including the original drawings, estimates, specifications, field notes and data will remain the property of ENGINEER as instruments of service. However, it is to be understood that the OWNER shall have free access to all such information with the right to make and retain copies of drawings and all other documents including field notes and data. Any reuse without specific written verification or adaption by ENGINEER will be at OWNER's sole risk and without liability or legal exposure to ENGINEER. Copies of all complete or partially completed mylar reproducible, preliminary layouts, record drawings, sketches and other documents prepared pursuant to this Agreement shall be delivered to OWNER when and if this Agreement is terminated or upon completion of this Agreement, whichever occurs first. The Engineer may retain one set of reproducible copies of the documents and these copies shall be for the Engineer's sole use in preparation of studies or reports for OWNER only. The Engineer is expressly prohibited from selling, licensing or otherwise marketing or donating these documents, or using the documents in the preparation of other work for any other client, without the prior express written permission of the County.

23. Indemnification

ENGINEER SHALL INDEMNIFY AND HOLD HARMLESS OWNER, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED DAMAGES, COSTS, ATTORNEY FEES, AND EXPENSES TO THE EXTENT CAUSED BY, ARISING OUT OF, OR RESULTING FROM ANY ACTS OF NEGLIGENCE, INTENTIONAL TORTS, WILLFUL MISCONDUCT, PERSONAL INJURY OR DAMAGE TO PROPERTY, AND/OR OTHERWISE RELATED TO ENGINEER'S PERFORMANCE, AND/OR FAILURES TO PAY A SUBCONTRACTOR OR SUPPLIER BY THE ENGINEER OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, CONSULTANTS UNDER CONTRACT TO ENGINEER, OR ANY OTHER ENTITY OVER WHICH THE ENGINEER EXERCISES CONTROL, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY ENGINEER WITH THE OWNER WHEN NAMED A DEFENDANT IN ANY LAWSUIT AND ENGINEER MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OWNER. ENGINEER AND OWNER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

24. Modifications

This instrument contains the entire Agreement between the parties related to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing signed by both parties.

25. Authority of Owner's Representative

The OWNER or his designee shall decide any and all questions that may arise as to the interpretation of this Agreement and all questions as to the acceptable fulfillment of this Agreement by the Engineer. His decision shall be final. It is mutually agreed by both parties that the OWNER or his designee shall act as referee in all questions arising under the terms of this Agreement between the parties and that the decisions of the Owner's Representative in these matters shall be final and binding alike on both parties. But nothing contained in this section shall be construed to authorize the OWNER or his designee to alter, vary or amend any of the terms or provisions of this Agreement.

26. Inconsistencies

Where there exists any inconsistency between this Agreement and other provisions of collateral contractual agreements that are made a part hereof by reference or otherwise, the provisions of this Agreement shall control.

27. Law of Texas

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be enforced in the state district courts of Webb County, Texas.

28. Headings

The headings used herein are for convenience of reference only and shall not constitute a part hereof or affect the construction or interpretation hereof.

29. Waiver

The failure on the part of any party to exercise or to delay in exercising, and no course of dealing with respect to any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies provided herein are cumulative and not exclusive of any remedies provided by law or in equity, except as expressly set forth herein.

30. Counterparts

This Agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same document.

31. Terminology and Definitions

All personal pronouns used herein, whether used in the masculine, feminine, or neutral, shall include all other genders; the singular shall include the plural and the plural shall include the singular.

32. Rule of Construction

The parties hereto acknowledge that each party and its legal counsel have reviewed and revised this agreement, and the parties hereby agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this agreement or any amendments or exhibits hereto.

33. Independent Contractor

The ENGINEER agrees that he is acting under this Agreement as an independent contractor. Neither the ENGINEER nor its employees, agents or representatives shall be considered employees of OWNER. Neither party shall be liable or accountable for any obligations incurred by the other party, except as specified herein, as the respective businesses of the parties are operated separately and apart from each other.

SECTION B - ENGINEERING SERVICES

The ENGINEER shall furnish ENGINEERING SERVICES as follows in accordance with the GENERAL PROVISIONS of the Agreement, Exhibit A "Summary of Engineering Fees" and as authorized by the appropriate Attachment to this Agreement:

ENGINEERING SERVICES DURING THE DESIGN PHASE

1. The ENGINEER shall complete the ENGINEERING SERVICES described in Section B-2 through B-9 described herein, for the facilities listed in **Section E**, within **120** calendar days from the date of written authorization to proceed, unless otherwise mutually agreed to in writing by both parties, and will be initiated by the ENGINEER promptly after execution of Attachment I. Any supporting documentation or revisions regarding the ENGINEER'S services under this Agreement necessary to obtain the approval of any participating federal, state, or local regulatory agencies will be provided promptly.
2. The ENGINEER shall perform those services set out in Exhibit C Scope of Services (attached hereto and incorporated herein as if set out in full for all intents and purposes), prepare a final opinion of probable cost based on Engineers final design and work with the OWNER on the invitations for bids for the Project. The design drawings prepared shall be in sufficient detail to show the character and extent of the Project and to permit the actual location of the proposed improvements on the Project site. It is also understood that if subsurface explorations such as borings, or soil tests are required to determine amounts of rock excavation or foundation conditions, the ENGINEER will coordinate said explorations without additional charge, but the costs incident to such explorations, no matter whether they are performed by the ENGINEER or by others shall be paid for by the OWNER as indicated in Section C and set out in Attachment I.
3. The ENGINEER shall review any existing Facilities Plan prepared for this Project and, if necessary and upon consultation with and concurrence of the OWNER and any participating federal, state or local agency shall revise design criteria, design standards, and other appropriate preliminary design information included in the Facilities Plan or other preliminary engineering reports in order to complete the final design for the Project in accordance with the performance standards and accepted engineering practices.
4. The ENGINEER shall assist the OWNER in obtaining necessary permits and approvals from appropriate Federal, State, and local regulatory agencies. The cost of obtaining such permits and approvals shall be borne by the OWNER.
5. The Contract Documents furnished by the ENGINEER under Section B-6 shall incorporate any forms and terms provided by any participating federal or state agency.
6. Sixty (60) calendar days prior to the advertisement for bids, the ENGINEER shall provide for the construction contract to be awarded by the OWNER, one (1) copy and one (1) digital set of detailed design drawings, specifications, and construction contract documents (which said contract documents shall be approved in writing by the Webb County Civil Legal Division prior to being included in any specification manual or bid documents), in a form approved by OWNER for use by the OWNER and appropriate Federal, State and local agencies from whom approval of the Project must be obtained. Additional copies of the above-specified documents shall be provided to the OWNER by the ENGINEER at production cost. Originals of such items as documents, survey notes, and tracings, prepared by the ENGINEER are and shall remain the property of the

ENGINEER, but this shall in no way infringe upon the OWNER'S rights to such items under Section A-8, A-11, A-22.

7. The ENGINEER shall establish baselines for locating the work together with a suitable number of benchmarks adjacent to the work and show their location in the Contract Documents. This information and the Contract Documents will provide the contractor sufficient reference from which to execute the contract work.
8. The ENGINEER shall prepare and furnish to the OWNER one (1) digital or pdf copy of maps or drawings showing the approximate location of needed construction easements, permanent easements, rights-of-way and land to be acquired. Such maps or drawings shall be furnished promptly to enable the OWNER to initiate property and easement acquisitions.
9. Sections B-1 through B-9 and those ADDITIONAL ENGINEERING SERVICES designated for the Design Phase in Section C will take effect upon execution of Attachment I.

ENGINEERING SERVICES DURING THE CONSTRUCTION PHASE

10. Performance of the services requested during this phase (construction phase) will be initiated by the ENGINEER promptly after execution of Attachment II and the OWNER, (and if applicable) with the concurrence of any participating federal or state agency, issues a written authorization to proceed. This phase of the contract is for up to 300 Calendar Days.
11. The ENGINEER may be requested to attend the bid opening and ENGINEER shall review the bid proposals and analyze the responsiveness of the bidders.
12. Upon Award of the Construction Contract the ENGINEER shall furnish to the OWNER, one hard copy and one digital or pdf set of the design drawings, specifications and contract documents. Additional copies of such contract documents shall be provided to the OWNER by the ENGINEER at production cost.
13. The ENGINEER shall review and approve, for conformance with the design concept all shop drawings and other submittals required by the Contract Documents to be furnished by contractors.
14. The ENGINEER shall provide monthly review of the work of the contractors as construction progresses to ascertain that the contractors are conforming with the design concept.
15. The ENGINEER'S undertaking hereunder shall not relieve the contractor(s) of its/their obligation to perform the work in conformity with the Contract Documents and in a workmanlike manner; nor shall it make the ENGINEER an insurer of the contractor's performance; and shall not impose upon the ENGINEER any obligations to see that the work is performed in a safe manner.
16. The ENGINEER shall review each contractor's applications for progress and final payments and submit sufficient copies of same to the OWNER with the ENGINEER'S recommendation for approval or disapproval.
17. The ENGINEER shall prepare necessary contract change orders, the form of which shall be approved by OWNER, for approval of the OWNER and any participating federal or state agency as applicable.
18. The ENGINEER shall make an inspection prior to issuing the certificate of substantial completion of all construction and submit a written report to the OWNER and any participating federal or state agency if required, and any others as required.

19. Prior to submission of recommendation for final payment on each contract, the ENGINEER shall submit a certificate of substantial completion, the form of which shall be approved by OWNER, of work done under that contract to the OWNER, with copies, for review, to any participating federal or state agency as required.
20. The ENGINEER shall provide the OWNER with one set of reproducible record (as-built) drawings, and two sets of prints. Such drawings will be based upon the construction records provided by the contractor during construction and reviewed by the ENGINEER.
21. Section B-10 through B-22 and those ADDITIONAL ENGINEERING SERVICES designated for the Construction Phase in Section C will take effect upon execution of Attachment II.

SECTION C – SUBCONTRACTORS, OUTSIDE ASSOCIATES OR OUTSIDE CONSULTANTS & TESTING SERVICES

Provided by ENGINEER:

The following designated SUBCONTRACTORS, OUTSIDE ASSOCIATES OR OUTSIDE CONSULTANTS & TESTING SERVICES shall be provided by the ENGINEER upon written authorization by the OWNER will be initiated by the ENGINEER promptly after execution of Attachment I. Agreed upon SUBCONTRACTORS, OUTSIDE ASSOCIATES OR OUTSIDE CONSULTANTS & TESTING SERVICES will be designated by Design Phase (D) or Construction Phase (C) during which the service would be performed. Compensation for performing the designated SUBCONTRACTORS, OUTSIDE ASSOCIATES OR OUTSIDE CONSULTANTS & TESTING SERVICES will be included on Attachment I.

Phase

"D" Surveyor – Design Phase - Topographic Design Survey \$32,000.00.

"D" Geotechnical report (subsurface borings & roadway pavement design) – Design Phase - Geotechnical Drilling and Engineering \$6,950.00.

Provided by OWNER:

The following designated CONSULTANTS & TESTING SERVICES shall be provided by the OWNER and OWNER and ENGINEER shall coordinate the delivery of said services with the scheduling proposed by ENGINEER. CONSULTANTS & TESTING SERVICES will be designated by Design Phase (D) or Construction Phase (C) during which the service would be performed. Compensation for performing the designated CONSULTANTS & TESTING SERVICES shall be borne by OWNER.

Phase

"C" Materials and Density Testing – Construction Phase.

SECTION D – ADDITIONAL ENGINEERING SERVICES

The following designated ADDITIONAL ENGINEERING SERVICES shall be provided by the ENGINEER

upon written authorization by the OWNER and the concurrence of any participating federal or state agency. Agreed upon ADDITIONAL ENGINEERING SERVICES will be designated by Design Phase (D) or Construction Phase (C) during which the service would be performed. The scope and compensation for performing the designated ADDITIONAL ENGINEERING SERVICES will be negotiated between the OWNER and ENGINEER once ENGINEER reviews the scope of work pertaining to the ADDITIONAL SERVICES requested. Compensation will be based on either Exhibit B – Hourly Rate Fee Schedule or Fixed Fee Lump Sum.

Phase

None Anticipated.

SECTION E – CONSTRUCTION STANDARDS - ITEMS

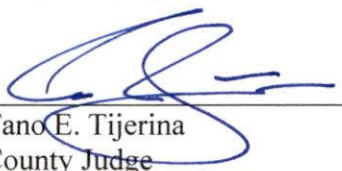
The project consists of the design for paving approximately 2 miles of roadway on Camino Las Lomas Road using TxDOT Standards for commercial traffic.

Effective Date.

This agreement is effective as of the date shown at the top of the first page, even if any signatures are made after that date.

[Remainder of Page Intentionally Left Blank - Signature Page to Follow]

Webb County

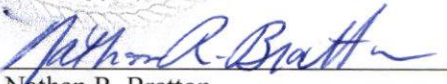

Tano E. Tijerina
County Judge

Date: 10/15/2024

ATTESTED:


Margie Ramirez Ibarra
Webb County Clerk

APPROVED AS TO FORM:


Nathan R. Bratton
Civil Legal Division*

*The General Counsel, Civil Legal Division's office, may only advise or approve contracts or legal documents on behalf Webb County, its client. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).

GDJ Engineering, LLC


Robert Macheska, P.E., CFM
Executive VP/COO

Date: 10/15/2024

EXHIBIT A

Summary of Engineering Fees

The engineering fee to develop basic and special service including surveying, design, environmental compliance, specifications, bid documents, opinion of probable cost, and administration as described in this agreement and as specifically set out by Task below is as follows:

DESIGN PHASE SERVICES	
Topographic Design Survey	\$ 32,000.00
Geotechnical Drilling & Engineering	\$ 6,950.00
Permitted Utility Coordination	\$ 6,570.00
PS&E Development	\$ 69,118.00
Project Management	\$ 8,480.00
Project Site Visits	\$ 5,470.00
Subtotal (Design Services)	\$ 128,588.00
CONSTRUCTION PHASE SERVICES	
Develop Construction Bid Documents	\$ 6,615.00
Construction Bidding Assistance	\$ 4,470.00
Construction Administration & Inspection	\$ 44,115.00
Construction Miscellaneous Technical Activities	\$ 11,980.00
Subtotal (Construction Phase Services)	\$ 67,180.00
Total - Design Services + Construction Phase Services	\$ 195,768.00

EXHIBIT B

Hourly Rate Fee Schedule

There are no hourly fees contemplated for this project.

EXHIBIT C

Scope of Services

ROUTE AND DESIGN STUDIES (Function Code 110)

ROUTE AND DESIGN STUDIES:

The ENGINEER will perform any of the following tasks needed for the route and design studies:

1. Geotechnical Investigations, Engineering & Report
 - a. The ENGINEER shall provide geotechnical explorations and laboratory testing as needed for the project. All exploration soil borings shall be drilled in general accordance with ASTM D420 procedures, the samples will be collected in general conformance with ASTM D1586 procedures, and laboratory testing procedures will be performed in general accordance with Texas Department of Transportation TEX methods (or ASTM methods as required).
 - b. The ENGINEER shall provide geotechnical engineering and analysis of the explorations and laboratory testing.
 - c. The ENGINEER shall provide a signed/sealed geotechnical report of all findings including relevant recommendations for pavement design utilizing Flexible Pavement Design System FPS 21 published by the Texas Department of Transportation. The ENGINEER will specifically recommend pavement sections and materials needed for the pavement design. (lime percentage, salvage, thicknesses, etc.)

FIELD SURVEYING AND PHOTOGRAMMETRY (Function Code 150)

TOPOGRAPHY AND CONSTRUCTION SURVEYS:

The SURVEYOR will perform Topography and Construction Surveying for the project which will include:

1. Primary Project Control: 3 to 5 mile spacing (Precision shall be 1 part in 20,000 or better, unless otherwise directed by the ENGINEER).
 - a. Establish Horizontal Control Points
 - b. Establish Vertical Control Points

NOTE: ALL BEARING AND DISTANCE SHALL BE BASED ON THE STATE PLANE COORDINATE SYSTEM NAD 1983, SOUTH ZONE.

ALL DISTANCES AND COORDINATES SHALL BE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED SCALE FACTOR OF 0.999960

2. Secondary Project Control (Surveyor shall recover and/or reset H&V Control Points as provided by the Engineer and create Survey Data Sheets for inclusion in the Project Plans).
 - a. No traverse should exceed 25 angle points. Planimetrics shall be 20 ft Lt & Rt from the proposed ROW as per the schematic provided by the Engineer.
 - b. The unadjusted angular error should not exceed 2 seconds per angle, plus 14 seconds.
 - c. The unadjusted ratio of precision should be one part in 10,000 or better (The ratio of precision is the total length of the traverse divided by the total error.).
 - d. The unadjusted vertical error should not exceed 0.03 foot per mile of traverse.

3. Other Field Surveying

- a. **The limit of the Design surveys shall be 1,500-ft before and after the limits of the project as identified by the Project Engineer on the schematic. Establish horizontal and vertical control.** Set benchmarks at 1000-ft intervals along the project proposed right-of-way. Provide x, y, z for each Benchmark. Provide a BM along each outfall identified on the Hydrologic Map. The BM's shall be #5 I.R. 2-ft in depth set in concrete. **The surveyor shall provide an H&V Book (a Sample shall be provided by the Engineer to the Surveyor).** The Surveyor will provide a 3-pt reference sketch with ties to the BMs for inclusion in the existing H&V Control Book. Establish benchmark circuit throughout the project with a tolerance of 0.03'/ft per mile error vertically.
- b. The Surveyor shall provide complete topographic and cross section survey, data processing, and CADD mapping (2D & 3D) for the limits of the project.
- c. The Surveyor shall locate all visible utilities, data processing and CADD mapping (2D & 3D) including irrigation lines. Follow sample provided by the Engineer.
- d. The Surveyor shall field locate cross culverts, driveway culverts, inverts, irrigation lines, within the project limits, data processing and CADD mapping (2D & 3D).
- e. Right of Entry, Right of Way Research, and Appraisal District Records is the responsibility of the Surveyor.
- f. The Surveyor shall also paint the proposed centerline on the existing pavement as approved by the ENGINEER (at 500-ft stations and a tick mark at 100-ft stations, 12 inches long with approved paint by ENGINEER) before construction for the purpose of utility adjustments and project location.
- g. Profile and cross section intersecting streets for ties into project (500-ft. beyond the proposed ROW per schematic and 20-ft wider than the existing ROW of intersecting street). Reference missing voids as per CD provided by the Engineer.
- h. Cross section irrigation crossings for a distance of 20-ft beyond the proposed ROW at 100- ft intervals in a DTM file. Provide a complete description of irrigation appurtenances as identified by the engineer sample layout.
- i. Tie Horizontally and Vertically the existing storm drain system that lies within the existing proposed ROW including the elevation of the outfall of said recovered existing storm drain systems.
- j. Tie to existing underground and overhead utilities (location, elevation and direction)
 - i. Horizontally - The surveyor shall call the 1-800 number for the utilities to be marked on the ground as well as any city water and sewer lines. He shall tie all visible utility crossings with name, address and Phone #'s of utility companies. The engineer will coordinate with the utility companies and jointly the Surveyor and the Engineer will identify which utilities were missed and need to be tied down.
 - ii. Vertically - The engineer shall identify all utilities that are potential conflicts and that need to be tied vertically. The engineer will advise the surveyor in writing of the needed vertical ties and the surveyor will tie the lines vertically once the surveyor has coordinated the exposure and provide the information to the engineer.
- k. Additional Field Surveying as shown below:
 - i. Irrigation Lines - The surveyor will meet with the engineer before he ties down any irrigation lines. The Engineer will provide him the existing Irrigation District Maps and the A&M Data of existing irrigation lines that are identified of record. He will follow the sample given to him by the engineer and tie the structures horizontally and vertically and provide Field Books to the engineer.
 - ii. Outfalls - The surveyor will provide a complete 2D & 3D File including utilities of the outfall identified on the Hydrologic Map.
- l. Driveways and Turnouts
 - i. Inventory commercial entrances, public roads and side streets separately.
 - ii. Obtain centerline station (Width at ROW, Pavement and existing radius).
 - iii. Inventory by type (dirt, caliche, gravel or paved). If paved, indicate condition in

- terms of no patches, has patches or has potholes.
- iv. Obtain width at ROW line.
- v. Obtain elevations at both edges of the driveway or turnout in line with any side drain.
- m. ROW Staking (Existing and proposed @ 1,000 ft stations, PC's, PT's and Angle points as per ROW Map)
- n. Soil core hole staking
- o. Determine changes in topography from voids and outdated maps due to development, erosion, etc.
- p. Profile existing drainage facilities, if applicable
- q. Measure hydraulic openings under existing bridges, if applicable
- r. Obtain elevations of manholes and valves of utilities, if applicable
- s. Provide temporary signs, traffic control, flags, safety equipment, etc.
- t. Provide ties to existing bridges or culverts that may conflict with new construction
- u. If there is a Bridge widening, provide top of deck and/or top of cap elevations at the Profile Grade Line (PGL) and the edges of slab at bent locations.
- v. Inventory signs, mailboxes and driveways
- w. Survey controlled data sheets as per STATE guidelines
- 4. Subsurface Utility Engineering (SUE)
 - a. Quality Level C - Existing Records: Utilities are plotted from review of available existing records that will be generated by the Engineer on the schematic and provided to the surveyor for his further creation of a Utility Map which will be turned in as a deliverable as part of this work order.
 - b. Quality Level B - Surface Visible Feature Survey: The Surveyor shall gather the field tied Utility Information and compare it to the existing records (if any) as provided by the Engineer and correlate with surveyed surface-visible features. The surveyor shall create a Utility Layout Map or plan layout 2D, showing the limits of the proposed project and limits of the work area required for this work authorization; including highway stations, limits within existing or proposed right of way. Correlate utility owner records with designating data and resolve discrepancies using professional judgment. A color-coded composite utility facility plan with utility owner names, quality levels, line sizes and subsurface utility locate (test hole) locations. The Layout Map will include all utilities that have been field tied – 2D Horizontal Utilities. This Layout will be provided to the Engineer and a meeting held with Engineer to identify which utilities will need to be tied down vertically. A note must be placed on the designate deliverable only that states "lines sizes are from best available records". All above ground appurtenance locations must be included in the deliverable to the Engineer. This information will be provided in the latest version of Micro Station or Geopak used by the State. The electronic file will be delivered on C.D. or DVD. A hard copy is required and must be signed, sealed, and dated by the Surveyor. Note: Determine and inform the Engineer of the approximate utility depths at critical locations. This depth indication is understood by the Engineer to be approximate only and is not intended to be used for preparing the construction plans.
 - c. Quality Level A (Subsurface Utility Locate (Test Hole)) **THE SURVEYOR SHALL COORDINATE WITH THE ENGINEER ON THE NUMBER OF HOLES.** Locate shall mean to obtain precise horizontal and vertical position, material type, condition, size and other data that may be obtainable about the utility facility and its surrounding environment through exposure by non-destructive excavation techniques that ensures the integrity of the utility facility. Subsurface Utility Locate (Test Hole) Services (Quality Level A) are inclusive of Quality Levels B and C. The Surveyor shall:
 - i. Review the requested test hole locations that have been identified by the Engineer and Coordinate with utility owner inspectors as may be required by law or utility owner policy.
 - ii. Measure and record the following data on an appropriately formatted test hole data

sheet that has been sealed and dated by the Engineer:

Elevation of top and/or bottom of utility tied to the datum of the furnished plan.

- Identify a minimum of two benchmarks utilized. Elevations shall be within an accuracy of 15mm (.591 inches) of utilized benchmarks.
 - Elevation of existing grade over utility at test hole location.
 - Horizontal location referenced to project coordinate datum.
 - Outside diameter of pipe or width of duct banks and configuration of non-encased multi-conduit systems.
 - Utility facility material(s).
 - Utility facility condition.
 - Coating/Wrapping information and condition.
 - Unusual circumstances or field conditions.
- iii. Excavate test holes in such a manner as to prevent any damage to wrappings, coatings, cathodic protection or other protective coverings and features. Water excavation can only be utilized with written approval from the appropriate State District Office.
- iv. Backfill all excavations with appropriate material, compact backfill by mechanical means, and restore pavement and surface material. The Engineer shall be responsible for the integrity of the backfill and surface restoration for a period of three years. Install a marker ribbon throughout the backfill.
- v. Provide complete restoration of work site and landscape to equal or better condition than before excavation.
- vi. Plot utility location position information on the Utility Layout sheet and identify the vertical elevation and sealed by the responsible Surveyor. This information will be provided in the latest version of Micro Station or Geopak format used by the State. The electronic file will be delivered via file share links.

ADDITIONAL SURVEY RESPONSIBILITIES

A. TRAFFIC CONTROL:

The SURVEYOR shall control traffic in and near surveying operations adequately to comply with provisions of the latest edition of the TxDOT Manual on Uniform Traffic Control Devices – Part VI and the latest edition of the Occupational Safety Manual both of which can be found on the TxDOT internet site.

In the event field crew personnel must divert traffic or close traveled lanes, a Traffic Control Plan based upon principles outlined in the latest edition of the TxDOT Manual on Uniform Traffic Control Devices – Part VI shall be prepared by the SURVEYOR and approved by the ENGINEER prior to commencement of field work. A copy of the approved plan shall be in the possession of field crew personnel on the job site at all times and shall be made available to the ENGINEER for inspection upon request.

B. INVOICING:

Payment requests shall include a SURVEYOR's invoice. With each payment request, the SURVEYOR shall submit a project status report which will, as a minimum, include the percentage of total work complete as of the date of the payment request and a description of current work activity. The percentage of total work complete shall not be based simply on the percentage of funds expended, but shall be based on the best judgment of the SURVEYOR as to the percentage of actual work complete.

C. EASEMENTS, LETTERS OF PERMISSION, ETC.

The SURVEYOR shall be responsible for delineating easements. The SURVEYOR will be responsible for securing the necessary legal instruments and obtaining all Right-of-Entries (ROEs).

D. MEETINGS:

The ENGINEER shall setup the necessary meetings with the SURVEYOR in order to assure all field information is provided on-time and products are delivered in accordance with TxDOT's/COUNTY's specifications. SURVEYOR must attend all meetings involving data provided if requested by ENGINEER.

E. PROJECT MANAGER/SURVEYOR COMMUNICATION:

The SURVEYOR shall designate one Texas Registered Professional Land Surveyor (RPLS) to be responsible throughout the project for project surveying coordination and all communications, including billing, with the ENGINEER.

F. OFFICE LOCATION:

The SURVEYOR will perform the services to be provided under this agreement out of a local office and have a crew available to perform requested tasks within 24 hours of request. The coordinating SURVEYOR's Project Manager (RPLS) shall be accessible at all times and working from the local office.

ROADWAY DESIGN CONTROLS
(Function Code 160)

ROADWAY DESIGN:

The ENGINEER will perform roadway design services for the needed construction repairs along the project limits. The services will include:

1. Geometric Design
 - a. Horizontal and Vertical Alignment
 - b. All geometric design shall be in conformance with the State's Design Division, Operations and Procedures Manual, except where variances are permitted in writing by the COUNTY.
 - c. Handling of traffic during construction shall be a consideration in the development of preliminary designs.
2. Grading Design
 - a. Refine the horizontal alignment including the following items
 - i. Typical Sections
 - ii. Design Cross Sections
 - iii. Determine Cut and Fill Quantities
3. Pavement Design
 - a. Prior to initiating detailed plan preparations for a project, a preliminary investigation shall be made to determine the approximate section and pavement type to be used for the pavement structure. The Flexible Pavement Design Manual for flexible pavement, "Appendix F" of the Design Division, Operations and Procedures Manual, and the current AASHTO Guide for the Design of Pavement Structures, may be used for this purpose.
 - b. The typical section shall also reflect proposed geometric including pavement cross slopes, lane and shoulder widths, and slope rates whenever this data have not been previously shown on a schematic submission.
 - c. Embankment and Subgrade
 - i. Provide Soil Core Holes (location and number to be agreed upon with Owner)
 1. Along center line of each roadway
 - ii. Identify, interpret and summarize the geological features that affect engineering design (PI, sulfate content & % of lime)
 - d. Traffic Data for Pavement Design
 - e. Basic Design Criteria

- f. Life Cycle Cost Analysis(es)
- g. Cost Data
- h. Pavement Material Properties
- i. Rehabilitation Investigations
 - i. Soil Core Holes to determine type and depth of existing material, pavement, etc. The ENGINEER, in coordination with COUNTY, will determine whether to salvage the existing ACP and Flexbase.

DRAINAGE
(Function Code 161)

DRAINAGE DESIGN:

The ENGINEER will perform drainage design services for the needed construction repairs along the project limits. All hydraulic design shall be in accordance with TxDOT's Hydraulic Manual, except where variances are permitted in writing by the COUNTY. The services will include:

1. Hydrologic & Hydraulic Studies, Discharges
 - a. Drainage area maps showing existing conditions and proposed improvements.
 - b. Hydrologic data/discharge determination
2. Hydraulic Drainage Study & Documentation
 - a. Hydraulic Computations, if applicable
 - i. Storm water detention available within the ROW (linear ft. along side drain ditch).
 - ii. Culverts
 - iii. Channels
 - iv. Storm Water Management Facilities
 - v. Irrigation Canals/Siphons
 - b. Hydraulic Reports
 - c. Federal Emergency Management Agency (FEMA) floodway requirements
3. Layout, Structural Design and Detailing of Drainage Features
 - a. Culverts
 - i. New Culverts
 - ii. Culvert widening and/or lengthening
 - iii. Culvert replacements
 - b. Outfall channel(s) within the ROW
 - c. Outfall channel(s) outside the ROW
 - d. Summary of Quantities
4. Storm Water Pollution Prevention Plan (SW3P)

PAVEMENT MARKINGS:

SIGNING, MARKINGS AND SIGNALIZATION
(Function Code 162)

The ENGINEER will provide pavement marking layouts for the needed construction repairs along the project limits. The services will include:

1. Signing and Markings Layout
 - a. Roadway layout
 - b. Center line with station numbering
 - c. ROW lines

- d. Culverts and other structures that present a hazard to traffic
 - e. Location of utilities, if not shown on plan and profile
 - f. Existing signs to remain, to be removed, to be relocated
 - g. Proposed signs (illustrated and numbered)
 - h. Existing overhead sign bridges to remain, to be revised, removed or relocated
 - i. Proposed overhead sign bridges indicating location by plan layout (electrical details need not be shown on this layout)
 - j. Proposed markings (illustrated and quantified) which include pavement markings, object markings and delineation
 - k. Quantities of existing pavement markings to be removed
 - l. Proposed delineators and object markers
- 2. Summary of Small Sign Tabulation
 - 3. Summary of Large Sign Tabulation including all Guide Signs (if applicable)
 - 4. Sign Detail Sheets
 - a. All signs except for route markers
 - b. Design details for large guide signs
 - c. Dimensions of letters, shields, borders, corner radii, etc.
 - d. Designation of shields attached to guide signs
 - e. Designation of arrow used on exit direction signs

MISCELLANEOUS ROADWAY
(Function Code 163)

TRAFFIC CONTROL PLAN, DETOURS AND SEQUENCE OF CONSTRUCTION:

The ENGINEER will provide a Traffic Control Plan (TCP) for the needed construction repairs along the project limits. TCP's are required for all projects; therefore a detailed TCP shall be developed when traffic handling during construction involves complications for which a feasible solution is not covered by the Texas MUTCD or the current Barricade and Construction (BC) standards. The following items are required on all TCP Layouts:

- 1. The Sequence of Construction and method of handling traffic during each phase
- 2. Roadway layout
- 3. Center line with station numbering
- 4. The existing and proposed traffic control devices that will be used to handle traffic during each construction sequence. Include signals, regulatory signs, warning signs, construction warning signs, guide signs, route markers, construction pavement markings, channelizing devices, portable changeable message signs, flashing arrow boards, barricades, barriers, etc.
- 5. The proposed traffic control devices (stop signs, signals, flag person, etc.) at grade intersections during each construction sequence.
- 6. Where detours are provided, typical cross sections shall be shown.
- 7. Road construction work hours shall be developed after an investigation of the traffic volumes has been performed.

COMPUTE AND TABULATE QUANTITIES:

The ENGINEER will provide a summary of quantities sheet in the plans identifying all estimated project quantities.

PROJECT ESTIMATE:

The ENGINEER will provide a project estimate summarizing all estimated construction costs.

SPECIFICATIONS AND GENERAL NOTES:

The ENGINEER will provide all relevant project specification and general notes to the project construction activities.

PROJECT MANAGEMENT
(Function Code 164)

MEETINGS, COORDINATION & SUPPORT FOR PROJECT MANAGEMENT:

The ENGINEER shall assist and coordinate with COUNTY staff for meetings and coordination efforts with all relevant entities (i.e. County, Regional Mobility Authority, Texas Department of Transportation, Metropolitan Planning Organization, etc.) and other affected parties. The Engineer shall coordinate with the COUNTY's staff on all Project related items.

CONSTRUCTION PHASE SERVICES
(Function Code 320)

The ENGINEER will provide engineering, geotechnical testing and support services for and during the construction of the Project or portions of the Project approved by the COUNTY. Specific (basic and special) services for CONSTRUCTION MANAGEMENT AND SUPPORT by the ENGINEER will include the following:

CONSTRUCTION BIDDING:

1. The ENGINEER will furnish the COUNTY the necessary copies of approved plans, specifications, notices to bidders, and proposals as prepared under PS&E.
2. The ENGINEER will assist the COUNTY in the development of the Bid Documents for the purpose of providing to potential bidders to the project.
3. The ENGINEER will assist the COUNTY on the tabulation of bids, recommendations to the Owner as to the proper action on all bid proposals received, and the preparation of formal contract documents for the award of each construction contract.

CONSTRUCTION CONTRACT ADMINISTRATION AND INSPECTION:

4. In general, the ENGINEER will provide the management and engineering support/data required for consultation and advisement to the COUNTY and act as the COUNTY's representative as provided in the General Condition of the Construction Contract.
5. The ENGINEER will coordinate and conduct a pre-construction conference (if required).
6. Defects and Deficiencies. The ENGINEER will use his best efforts to protect the COUNTY against defects and deficiencies in the work of the Contractor. The ENGINEER will promptly notify the COUNTY of any such defect or deficiency and take all steps possible to require the Contractor to correct the defect or deficiency.
7. Contractor Payment. The ENGINEER will review quantities as submitted by the Contractor and will coordinate with the COUNTY for the preparation of the monthly and final estimates for payment to the Contractor.
8. The ENGINEER will provide Project site inspection of the authorized construction contract as follows:
 - a. Project Engineer. The ENGINEER will provide visits by the Project Engineer or a competent representative of the ENGINEER to the site of construction for the purpose of

monitoring the Contractor's progress and conformance to the construction contract plans and specifications.

- b. Resident Engineer and/or Construction Inspector(s). The ENGINEER will furnish the services of a Resident Engineer and/or Construction Inspector(s) for on the site inspection construction to monitor/inspect the Contractor's daily progress and conformance to TxDOT's PS&E specifications.

MISCELLANEOUS TECHNICAL ACTIVITIES:

9. Shop Drawings. The ENGINEER will review and check all shop or working drawings furnished by the Contractor.
10. Control of Materials & Equipment. The ENGINEER will provide inspection of all materials and equipment furnished/used by the Contractor as follows:
 - a. Review and record all laboratory, shop and mill tests of materials and equipment for compliance with the construction contract specifications.
 - b. Observe and/or perform Project record testing and/or independent assurance testing as outlined in the construction contract specifications.
11. Change Orders. When applicable the ENGINEER will prepare the engineering data, including plan sheet drawings, specifications, and estimates, for the preparation of construction contract change orders, which may be required due to actual field conditions encountered or new requirements directed by the COUNTY.
12. As Built Drawings. The ENGINEER will develop as built drawings to depict the work as actually constructed. The COUNTY will be furnished a pdf of the as built drawings.

CONSTRUCTION MATERIAL TESTING:

TO BE PROVIDED BY THE COUNTY

ADDITIONAL RESPONSIBILITIES

EASEMENTS, LETTERS OF PERMISSION, ETC.:

The ENGINEER shall be responsible for delineating easements. The ENGINEER will be responsible for securing the necessary legal instruments.

MEETINGS:

Meetings will be held with the FHWA, State Officials, local governments, property owners, utility owners, railroad companies, other consulting firms, etc., as needed or required by the COUNTY. The ENGINEER shall coordinate through the COUNTY for the development of this project with any local entity having jurisdiction or interest in the project (i.e., city, county, etc.).

SPECIFICATIONS, SPECIAL PROVISIONS, SPECIAL SPECIFICATIONS:

Use the State's standard specifications or previously approved special provisions and/or special specifications. If a special provision and/or special specification is developed for this project, it shall be in the State's format and incorporate references to approved State test procedures.

PROJECT MANAGER/ENGINEER COMMUNICATION:

The ENGINEER shall designate one Texas Registered Professional Engineer to be responsible throughout the project for project management and all communications, including billing, with the COUNTY's Director. Any replacements to the ENGINEER's designated Project Manager/Engineer must be approved by the COUNTY.

Engineering documents produced for the department's engineering projects shall be signed, sealed and dated or CADD sealed in accordance with Administrative Order No. 5-89 and Administrative Circular No.

DESIGN RESPONSIBILITIES:

The ENGINEER is responsible for design errors and/or omissions that become evident before, during or after construction of the project. The ENGINEER's responsibility for all questions arising from design errors and/or omissions will be determined by the COUNTY and all decisions shall be final and binding. This would include, but not necessarily be limited to:

1. All design errors and/or omissions resulting in additional design work to correct the errors and/or omissions.
2. Preparation of design documents and detail drawings necessary for a field change due to design errors and/or omissions.
3. Revision of original tracings to the extent required for a field change due to design errors and/or omissions.

The ENGINEER shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of the work by the COUNTY will not relieve the ENGINEER of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities.

DOCUMENT AND INFORMATION EXCHANGE:

Data, Plan Sheets, General Notes and/or Specifications provided to the COUNTY shall be furnished via file share links complete with a table of contents on what is transmitted. The Table of Contents shall indicate the locations of files within the directory structure of the documentation.

General Notes and specifications shall be provided in the latest Office 365 file formats (.docx, .xlsx, etc.). Plan sheets shall be provided in Microstation Open Roads Designer (ORD)/Power GEOPAK format. PDF copies of plan sheets shall also be provided.

Two copies of the documentation shall be provided to the COUNTY.

If required, the ENGINEER shall provide to the COUNTY, a CD that contains all the plan sheets for the project. The graphics tape shall be compatible with the COUNTY's computer system.

CD Tape Required (YES or NO): YES

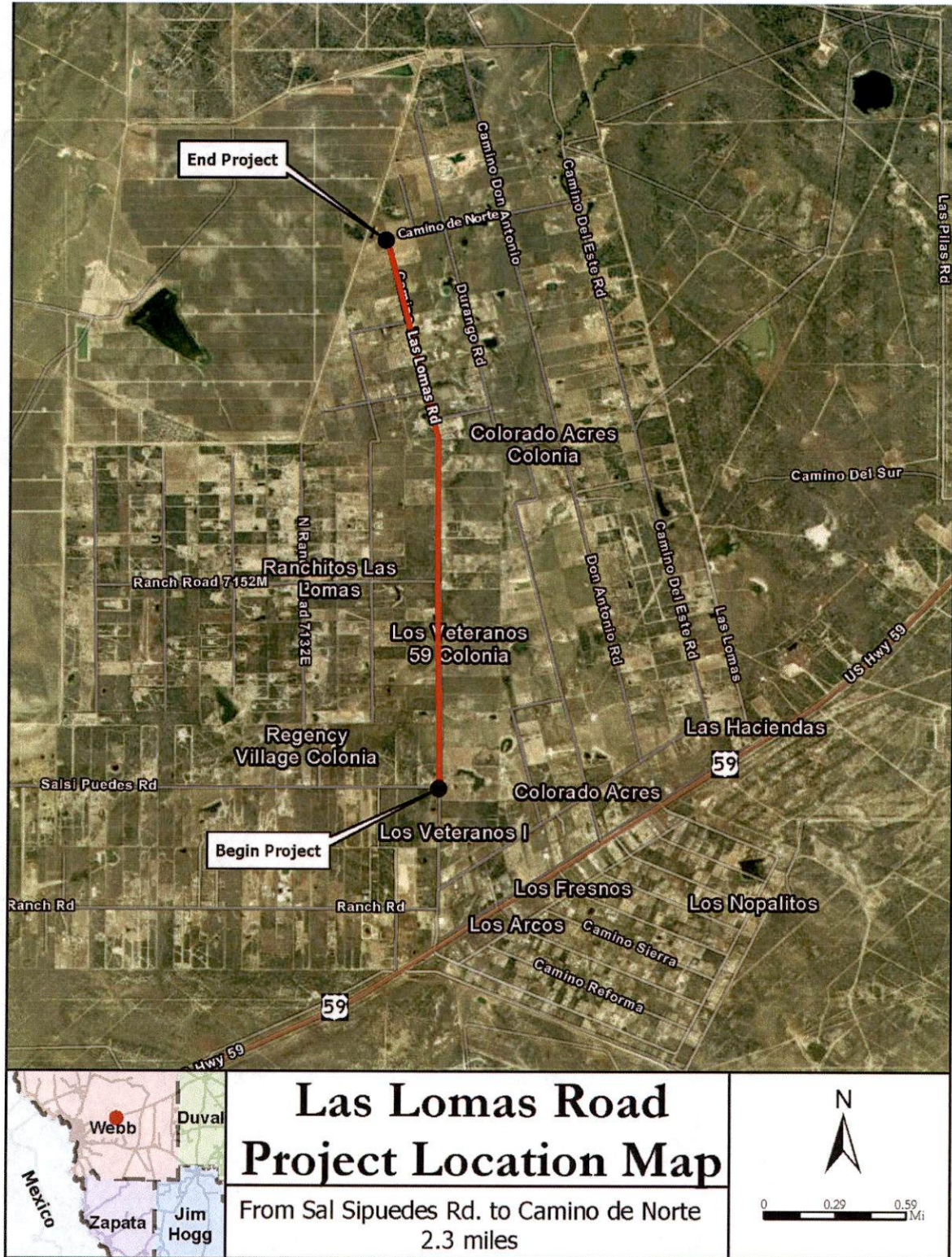
PROPOSAL TIME:

The time indicated in the proposal and the contract shall include time necessary for reviews, approval, etc.

OFFICE LOCATION:

The ENGINEER will perform certain services to be provided under this agreement out of their office located at: 6999 McPherson Rd., Suite 104-3, Laredo, Texas 78041

Exhibit D – Site Location



ATTACHMENT I

ATTACHMENT I - Compensation for Engineering Services During the Design Phase and notice to proceed.

1. As set forth in the AGREEMENT FOR ENGINEERING SERVICES dated the 15th day of October, 2024, by and between WEBB COUNTY, the OWNER, and GDJ Engineering, LLC, L.L.C., the ENGINEER, the OWNER and ENGINEER agree this day of 2024, that the OWNER shall compensate the ENGINEER for services described in Section B-1 through B-9 and Section C designated Design Phase services and ENGINEER is authorized to proceed.

2. Compensation for ENGINEERING SERVICES shall be by a FIRM FIXED PRICE METHOD. The FIRM FIXED PRICE is: \$89,638.00

DESIGN PHASE SERVICES	
Topographic Design Survey	\$ 32,000.00
Geotechnical Drilling & Engineering	\$ 6,950.00
Permitted Utility Coordination	\$ 6,570.00
PS&E Development	\$ 69,118.00
Project Management	\$ 8,480.00
Project Site Visits	\$ 5,470.00
Subtotal (Design Services)	\$ 89,638.00

3. The amount of compensation shall not change unless the scope of services to be provided by the ENGINEER changes and this Agreement is formally amended according to Section A-6.

4. Signatures

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate on the respective dates indicated below.

OWNER: WEBB COUNTY

Signature: _____
Print Name: _____
Print Title: _____
Date: _____

ENGINEER: GDJ Engineering, LLC

Signature: 
Name: Robert Macheska, P.E., CFM
Title: Executive VP/COO
Date: 10/15/2024

ATTACHMENT II

ATTACHMENT II - Compensation for Engineering Services During the Construction Phase

1. As set forth in the AGREEMENT FOR ENGINEERING SERVICES dated the 15th day of October, 2024, by and between WEBB COUNTY, the OWNER, and GDJ Engineering, L.L.C., the ENGINEER, the OWNER and ENGINEER agree this day of , 2024, that the OWNER shall compensate the ENGINEER for services described in Section B-10 through B-22 and Section C designated as Construction services.

2. Compensation for ENGINEERING SERVICES shall be by a FIRM FIXED PRICE METHOD. The FIRM FIXED PRICE is \$67,180.00

Construction Phase Services	Fee
Develop Construction Bid Documents	\$ 6,615.00
Construction Bidding Assistance	\$ 4,470.00
Construction Administration & Inspection	\$ 44,115.00
Construction Miscellaneous Technical Activities	\$ 11,980.00
Total (Construction Phase Services)	\$ 67,180.00

3. The amount of compensation shall not change unless the scope of services to be provided by the ENGINEER changes and this Agreement is formally amended according to Section A-6.

4. Signatures

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate on the respective dates indicated below.

OWNER: WEBB COUNTY

Signature: _____
Print Name: _____
Print Title: _____
Date: _____

ENGINEER: GDJ Engineering, LLC

Signature  _____
Name Robert Macheska, P.E., CFM
Title Executive VP/COO
Date 10/15/2024