

STATE OF TEXAS §

COUNTY OF WEBB §

**PROFESSIONAL SERVICES CONTRACT
WEBB COUNTY – GDJ ENGINEERING, LLC.
Countywide Roadway Specification Development
Comprehensive Update to Subdivision and Building Rules and Regulations
Development of a Countywide Master Thoroughfare Plan**

This Contract is made and entered into in Laredo, Webb County, Texas between **Webb County**, a political subdivision of the State of Texas, hereinafter referred to as "County", and GDJ Engineering, LLC., a foreign for-profit corporation, hereinafter referred to as "Consultant".

NOW THEREFORE, the parties agree as follows:

Consultant(s) represents that it is qualified, duly licensed, and practicing under the laws of the State of Texas, and capable of performing the services hereinafter set forth in connection with the above designated Project for Webb County.

I. General Provisions:

- A. Consultant shall NOT commence work on this Project until he has been thoroughly briefed on the scope of this Project and has been notified in writing to proceed.
- B. Consultant, in consideration of the compensation herein provided, shall render the services necessary for the development of the Project to final completion, including reports and special and general conditions or instructions as acceptable to County, or it's duly authorized representative and subject to the provisions of this Contract.
- C. The Consultant shall be represented by a registered professional engineer licensed to practice in the State of Texas concerning the Project, including but not limited to scope of services meetings, staff review meetings, and meetings for acceptance of the project, and for permits subject to the approval of municipal, State, and federal agencies, where applicable. All documents submitted for review shall bear the seal of a registered professional architect and/or engineer.

II. Scope of Services:

The Consultant shall perform his obligations and the services necessary for the development of the project as described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein as if set out in full for all intents and purposes. The Scope of Services provides a description of tasks required to perform the project and is based on the understanding of County's desires and objectives for this project.

III. Materials:

Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.

IV. Personnel:

The Consultant represents that it has, or will secure at its own expense, all personnel and

FILED August 11th 20 25 @ 11:00 am
MARGIE RAMIREZ IBARRA
COUNTY CLERK, WEBB COUNTY, TEXAS
BY [Signature] DEPUTY

equipment required to perform the services for which it is responsible under this contract. Such personnel will not be employees of County.

V. Period of Performance:

- A. Whereas time is of the essence in the performance of this agreement the contract time for completion of the Work as set forth in Exhibit "A" is 12 months beginning August 11, 2025 and ending August 10, 2026. If upon review of the Work, corrections, modifications and/or alterations are required of Consultant; these items shall be completed by Consultant before the Work is accepted. Working days shall be charged for this period when changes are being made. However, if circumstances dictate, County may authorize extensions of the time should there be delays due to reasons beyond the control of Consultant. Such time extensions shall be equivalent to the amounts of delays incurred. Review time by County will not be charged against Consultant's contract time.
- B. The Consultant shall furnish upon completion of the work herein described in the "Scope of Services" **Five (5)** sets of deliverables of the project for distribution by the County, unless otherwise specified herein.

VI. Compensation and Payment:

- A. County shall pay and the Consultant agrees to accept payment for the performance of services as set forth in this Contract, a fee not to exceed **SEVEN HUNDRED FORTY-THREE THOUSAND THREE HUNDRED TWENTY-NINE DOLLARS (\$743,329.00)**.
- B. The Consultant will submit to County, for services rendered, an itemized billing statement showing charges for such services accompanied by any additional documentation requested by County. These statements shall be sworn to be true and correct by the Consultant, or an officer or agent thereof, having knowledge of the facts set forth. The Consultant shall not include on these statements any item payable or chargeable under any other agreement with County. Consultant shall not be entitled to any compensation or expense reimbursement other than as set forth in this Agreement. County shall review each statement and approve it with modifications, if any, as it may deem appropriate. County agrees to pay each statement plus all amounts payable within 30 days after County approves it. Further, the approval or payment of each statement shall not be considered evidence of performance by the Consultant to the point indicated by such statement or of the receipt or acceptance by County of the work covered by the statement.
- C. Payments for completed phase, task or components of the Scope of Service are due and payable monthly on the basis of the Consultant's estimate of the percentage of completion of the phase or task.
- D. No payment request made under this clause shall exceed the estimated amount and value of the work and services performed by the Consultant under this Agreement. The Consultant shall prepare the estimates of work performed and shall supplement them with such supporting data as County may require.
- E. 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 Consultant shall execute and deliver to County a release of all claims against County arising under, or by virtue of, this Agreement, except claims which are specifically exempted by the Consultant 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 County's claims against the Consultant or its sureties under this Agreement.

- F. Final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of County's claims against the Consultant under this Agreement.

VII. Additional Services:

- A. All work performed by Consultant, which is either described in this paragraph or not included in the "Scope of Services" shall constitute additional services. These shall include:
- i. Copies of final reports, studies, drawings and other data in excess of sets required herein.
 - ii. Services not otherwise included in this contract.
- B. CONSULTANT SHALL NOT PERFORM ANY WORK WHICH CONSTITUTES ADDITIONAL SERVICES UNTIL A CONTRACT AMENDMENT HAS BEEN APPROVED IN WRITING BY THE PARTIES AND CONSULTANT HAS RECEIVED WRITTEN AUTHORIZATION TO PROCEED FROM COUNTY.

VIII. Termination of Contract and/or Suspension of Work:

- A. Disputes.
- i. County and Consultant agree to negotiate reconciliation of any dispute between them in good faith for a period of thirty (30) days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated as described below. If mediation is unsuccessful, then the parties may exercise their rights at law.
 - ii. Mediation: If the parties fail to resolve a dispute through negotiated reconciliation, Consultant and County agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them, arising out of or relating to this Agreement or the breach thereof (collectively "Disputes"), to mediation conducted by a mediator selected through mutual agreement of both parties. County and Consultant agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis and shall be completed within one hundred twenty (120) days. If such mediation is unsuccessful in resolving a Dispute, then (a) the parties may mutually agree to a dispute resolution of their choice, or (b) either party may seek to have the Dispute resolved by a court of competent jurisdiction.
- B. Termination:
- i. 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.
 - ii. This Agreement may be terminated in whole or in part in writing by County for its convenience, provided that the Consultant 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 County prior to termination.

- iii. If termination for default is effected by County, 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 Consultant at the time of termination may be adjusted to cover any additional costs to County because of the Consultant's default.
- iv. If termination for default is effected by the Consultant, or if termination for convenience is effected by County, 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 Consultant for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the Consultant relating to commitments which had become firm prior to the termination.
- v. Upon receipt of a termination action under paragraphs (i.) or (ii.) above, the Consultant 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 Consultant shall submit a statement showing in detail the services performed under this agreement to the date of termination and deliver or otherwise make available to County within ten (10) calendar days copies of all data, design drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the Consultant in performing this Agreement, whether completed or in process.
- vi. Upon termination under paragraphs (i.) or (ii.) above, County may take over the work and may award another party an Agreement to complete the work under this Agreement.
- vii. If, after termination for failure of the Consultant to fulfill contractual obligations, it is determined that the Consultant had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of County. In such event, adjustment of the Agreement price shall be made as provided in iv. above.
- viii. Copies of all data, design drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the Consultant in performing this Agreement, whether completed or in process shall be delivered to County as a pre-condition to final payment.
- ix. Failure by the Consultant to comply with the submittal of data, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the Consultant in performing this Agreement as required above shall constitute a waiver by the Consultant of any and all rights or claims to collect monies that Consultant may rightfully be entitled to for services performed under this Contract.
- x. Upon the above conditions having been met, the County shall promptly pay the Consultant that proportion of the prescribed fee which the services actually performed under this Contract bear to the total services called for under this Contract less previous payments of the fee.

C. Right of County to Suspend Giving Rise to Right of Consultant to Terminate:

- i. County reserves the right to suspend this Contract at the end of any Phase for any reason by issuing a signed, written notice of suspension (citing this paragraph) which shall take effect on the tenth day following receipt of said notice by the Consultant. The suspension notice will outline the reasons for the suspension and the anticipated duration of the suspension but will in no way guarantee the total number of days suspended.
 - ii. The Consultant is hereby given the right to terminate this Agreement in the event that the County suspends this Contract. Consultant may exercise this right to terminate by issuing a signed, written notice of termination (citing this paragraph) to the County at any time after the effective suspension date. This termination shall be effective immediately upon receipt of said notice by the County.
- D. Procedures Consultant to follow upon receipt of Notice of Suspension if issued by the County:
 - i. Upon receipt of a notice of suspension and prior to the effective date of the suspension, the Consultant shall, unless the notice otherwise directs, immediately begin to phase-out and discontinue all services in connection with the performance of this Contract and shall proceed to promptly cancel all existing orders and contract insofar as such orders and contracts are chargeable to this Contract.
 - ii. Consultant shall prepare a statement showing in detail the services performed under this Contract prior to the effective date of suspension.
 - iii. Copies of all completed or partially completed studies, plans and specifications prepared under this Contract prior to the effective date of suspension shall be prepared for possible delivery to County but shall be retained by the Consultant until such time as Consultant may exercise the right to terminate.
 - iv. During the period of suspension, Consultant shall have the option to at any time submit the above referenced statement to County for prompt payment of that proportion of the prescribed fee which the services actually performed under this Contract bear to the total services called for under this Contract, less previous payments of the fee.
 - v. In the event that Consultant exercises his right to terminate at any time after the effective suspension date, within thirty (30) days after receipt by County of Consultant's notice of termination, Consultant shall submit (if he has not previously done so) the above referenced statement showing in detail the services performed under this Contract prior to the effective date of suspension.
 - vi. Additionally, the above referenced copies of documents shall be delivered to County as a pre-condition to final payment.
 - vii. Upon the above condition being met, County shall promptly pay the Consultant that proportion of the prescribed fee which the services actually performed under this Contract bear to the total services called for under this Contract, less previous payments of the fee.
 - viii. Failure by the Consultant to comply with the submittal of the statement and documents as required above shall constitute a waiver by the Consultant of any and all rights or claims to collect monies that Consultant may rightfully be entitled to for services performed

under this Contract.

IX. Consultant's Insurance and Warranty:

A. Insurance: The Consultant shall procure and maintain insurance for protection from claims and workman's compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting there from.

B. The Contractor shall provide and maintain, until the work covered in the contract is completed and accepted by the County of Webb, the minimum insurance coverages as follows:

- i. Commercial General Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations (\$1,000,000 products/completed operations aggregate), and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract.
- ii. Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limit of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.
- iii. Commercial Automobile Liability insurance at minimum combined single limits of 1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.
- iv. Errors & Omissions coverage is be required for all services. The following conditions apply:
 - a. Professional Liability with minimum limits of \$1,000,000 or higher, depending on the type, size, and scope of services.
 - b. This coverage must be maintained for at least two (2) years after the project is completed. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of the contract (or earlier) must be maintained during the full term 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 County of Webb.

C. 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 County of Webb accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

- D. 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.
- E. With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:
- i. The County of Webb shall be named as an additional insured with respect to General Liability and Automobile Liability.
 - ii. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
 - iii. A waiver of subrogation in favor of the County of Webb shall be contained in the Workers Compensation, and all liability policies.
 - iv. All insurance policies shall be endorsed to require the insurer to immediately notify the County of Webb of any material change in the insurance coverage.
 - v. All insurance policies shall be endorsed to the effect that the County of Webb will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
 - vi. All insurance policies, which name the County of Webb as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
 - vii. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
 - viii. Contractor may maintain reasonable and customary deductibles, subject to approval by the County of Webb.
 - ix. Insurance must be purchased from insurers that are financially acceptable to the County of Webb.
- F. 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:
- i. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
 - ii. Shall specifically set forth the notice-of-cancellation or termination provisions to the County of Webb.
- G. Upon request, Contractor shall furnish the County of Webb with certified copies of all insurance policies.

H. Warranty: The Consultant warrants that he has not employed or retained any company or person other than a bona fide employee working solely for the Consultant to solicit or secure this contract, and that he has not for the purpose of soliciting or securing this contract paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach of this warranty, County shall have the right to terminate this contract under the provisions of VIII above.

X. Changes in Scope of Services:

County, may, from time to time, request changes in the Scope of Services to be performed by the Consultant hereunder and if such changes are agreed to by the Consultant, they shall be included as written amendments to this contract.

XI. Assigning of Contract:

A. County does not allow, permit, negotiate, authorize nor approve any assignment of contract proceeds between County, Consultant, and/or with a bank, lending institution or any type of financial institution either before, during or after a contract award.

B. County agrees to pay Consultant for specified services as stated in the agreed contract. County does not agree to pay any additional party either jointly or separately for the contract.

XII. Consultant's Responsibility & Liability:

A. Acceptance and approval of the final report(s) by the County Engineer shall not constitute nor be deemed a release of the responsibility and liability of the Consultant for the accuracy and competency of his report(s), or other documents and work performed under this contract. No approval or acceptance by or on behalf of the County shall be deemed to be an assumption of such responsibility by County for any defect, error, or omission in the said reports or other documents as prepared by the Consultant.

B. The Consultant further agrees to perform, at his sole cost and expense, any re-designs, required as a result of the Consultant's development of the designs, plans, specifications, or documents which are found to be in error.

XIII. Indemnification:

CONSULTANT SHALL AND DOES HEREBY AGREE TO INDEMNIFY AND HOLD HARMLESS COUNTY FROM ANY AND ALL DAMAGES, LOSS OR LIABILITY OF ANY KIND, WHATSOEVER, BY REASON, OF INJURY TO THIRD PERSON OCCASIONED BY ANY NEGLIGENT ACT, ERROR, OR OMISSION OF CONSULTANT, ITS OFFICERS, AGENTS, EMPLOYEES, OR OTHER PERSONS FOR WHOM CONSULTANT IS LEGALLY LIABLE, IN RENDERING OR FAILING TO RENDER PROFESSIONAL SERVICES WITH REGARD TO THE PERFORMANCE OF THIS CONTRACT. THE CONSULTANT WILL AT OWN COST AND EXPENSE DEFEND AND PROTECT COUNTY AGAINST ANY AND ALL SUCH CLAIMS AND DEMANDS. THE CONSULTANT'S LIABILITY TO COUNTY UNDER THIS PROVISION SHALL IN NO EVENT EXCEED THE AMOUNT OF THE TOTAL COMPENSATION RECEIVED BY THE CONSULTANT FOR SERVICES HEREUNDER.

XIV. Severability:

If for any reason, any one or more paragraphs of this contract are held invalid, such judgment shall not affect, impair, or invalidate the remaining paragraphs of the contract but be confined in its operations the specific section, sentences, clauses, or parts of this contract held invalid and invalidity of any section, sentence, clause or parts of this contract in any one or more instance, shall not affect or prejudice in any way the validity of this contract in any other instance.

XV. Interest of Consultant:

The Consultant agrees that it has no interests, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract.

XVI. Independent Contractor:

Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of County, and are not entitled to benefits of any kind or nature normally provided employees of County and/or to which County's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees. In the performance of the work herein contemplated, Consultant is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, County being interested only in the results obtained.

XVII. Owner of Documents:

All documents including drawings, estimates, specifications, field notes and data will remain the property of the Consultant as instruments of service. However, it is to be understood that County 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 re-use without specific written verification or adaptation by Consultant will be County's sole risk and without liability or legal exposure to Consultant. Any such verification or adaptation may entitle Consultant to further compensation at rates to be agreed upon by County and Consultant.

XVIII. Equal Employment Opportunity/Minority Business Enterprise:

The Consultant agrees not to engage in employment practices which have the effect of discriminating against any employee or applicant for employment and will take affirmative steps to ensure that applicants and employees are treated during employment without regard to their race, color, religion, national origin, sex, age, handicap, or political belief or affiliation.

XIX. Political Interests in this Contract:

No employee of County shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom; provided, however, that this provision shall not be constructed to extend to this contract if made with a corporation for its general benefit.

XX. Force Majeure:

A. Consultant shall not be liable or responsible for, and those shall be excluded from the computation of the aforesaid period of time, any delays due to strikes, riots, acts of God, national emergency, acts of the public enemy, governmental restrictions, laws, or regulations, or any other causes beyond Consultant's reasonable control. Within thirty (30) days from the occurrence of any event for which time for performance by Consultant should be significantly

extended under this provision, Consultant may give written notice thereof to County stating the reason for such extension and the actual or estimated time thereof.

- B. In the event either party invokes the preceding provision, this contract shall remain in force for a period which may reasonably be required for the completion of the project, including any extra work and required extensions thereto, unless discontinued as provided for elsewhere in this contract.

XXI. Miscellaneous Provisions:

- A. Integration. This Contract represents the entire and integrated Contract between County and the Consultant and supersedes all prior negotiations, representations or contracts, either oral or written.
- B. Amendment. This Contract may be amended only by written instrument signed by both County and Consultant.
- C. No rights created. Any other provision of this Agreement to the contrary notwithstanding, this Agreement shall not create any rights or benefits on behalf of any other person not a party to this Agreement, and this Agreement shall be effective only as between the parties hereto, their successors and permitted assigns.
- D. Certification Regarding Ineligibility to Receive Payment – Child Support. Under Section 231.006, Family Code, the vendor or applicant 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.
- E. 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.
- F. 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 Webb County, Texas.
- G. Confidentiality. Any confidential information provided to or developed by Consultant in the performance of this Agreement shall be kept confidential, unless otherwise provided by law, and shall not be made available to any individual or organization without the prior approval of County.
- H. 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.
- I. 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.
- J. 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.

- K. 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.
- L. 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.
- M. Notices. Any notice pursuant to this Agreement shall be given in writing by (i) personal delivery, or (ii) reputable overnight delivery service with proof of delivery, or (iii) United States Mail, postage prepaid, registered or certified mail, return receipt requested, or (iv) legible facsimile transmission sent to the intended addressee at the address set forth below, or to such other address or to the attention of such other person as the addressee shall have designated by written notice sent in accordance herewith, and shall be deemed to have been given either at the time of personal delivery, or in the case of expedited delivery service or mail, as of the date of first attempted delivery at the address and in the manner provided herein, or, in the case of facsimile transmission, as of the date of the facsimile transmission provided that an original of such facsimile is also sent to the intended addressee by any of the means described in clauses (i), (ii) or (iii) above. Unless changed in accordance with the preceding sentence, the addresses for notices given pursuant to this Agreement shall be as follows:

County:
Tano E. Tijerina
Webb County Judge
1000 Houston Street, 3rd Floor
Laredo, Texas 78040

Consultant:
Robert Macheska, P.E., CFM
Executive VP/COO
GDJ Engineering, LLC
2805 Fountain Plaza Blvd., Suite B
Edinburg, Texas 78539

and

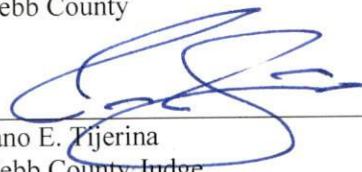
Leroy Medford
Webb County Administrator
1000 Houston, 2nd Floor
Laredo, Texas 78040

- N. Signatory Warranty. The undersigned signatory or signatories for the Consultant hereby represent and warrant that the signatory is an officer of the organization for which he or she has executed this contract and that he or she has full and complete authority to enter into this contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this contract.
- O. Incorporation of Recitals and Exhibits. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference for all intents and purposes, provided however that in the event of a conflict between this Agreement and its Exhibits, this Agreement shall control to the extent of such conflict.

- P. Effective Date. This agreement is effective as of August 1, 2025, even if any signatures are made after that date.
- Q. Immunity. Webb County does not waive or relinquish any immunity or defense on behalf of themselves, their trustees, commissioners, offices, employees and agents as a result of the execution of this Agreement and performance of the functions and obligations described herein.
- R. Execution of Documents. This Agreement may be executed in one or more counterparts, each of which shall be an original as against any Party who signed it, and all of which shall constitute one and the same document. Signatures to this Agreement may be transmitted by facsimile or electronic mail/DocuSign/Adobe Sign and such signatures, and true and correct copies thereof (including any copy on physical paper or electronically stored in .pdf, .tiff, .jpg, etc. formats), shall be deemed effective as original signatures.

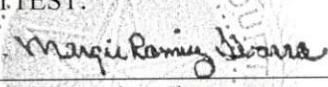
IN WITNESS HEREOF, County and the Consultant have executed these presents in duplicate originals.

County:
Webb County


Tano E. Tijerina
Webb County Judge

Date: 8/11/25

ATTEST:


Margie Ramirez Ibarra
Webb County Clerk

Approved as to Form:

Nathan R. Bratton
General Counsel
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).

Consultant:
GDJ Engineering, LLC.


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

Date: 08/08/2025

EXHIBIT A

Webb County – GDJ Engineering, LLC.

Countywide Roadway Specification Development Comprehensive Update to Subdivision and Building Rules and Regulations Development of a Countywide Master Thoroughfare Plan

DEVELOPMENT OF COUNTYWIDE ROADWAY SPECIFICATIONS

The CONSULTANT shall develop a Countywide roadway specifications manual to be used in conjunction with the updated Webb County Subdivision Rules and Regulations (Subdivision Regulations). The Consultant shall coordinate with the Owner's staff on all Project related items.

The services will include:

- 1) Development of standard roadway specifications and guidelines
- 2) Development of various roadway typical sections
- 3) Incorporate and standardize legal covenants
- 4) Development of roadway design checklists
- 5) Development of roadway design certifications
- 6) Development of standard construction estimate templates

SUBDIVISION REGULATION GENERAL UPDATE

The Consultant shall provide an update to the current Webb County Subdivision Rules and Regulations (Subdivision Regulations) as well as an assessment of the countywide drainage detention standards. The Consultant shall coordinate with the Owner's staff on all Project related items.

The services will include:

- 1) Phase I – Assessment / Corrections
 - i) The purpose of this phase is to provide uniformity of the current regulations.
 - (a) This phase will address sections that are contradictory, incorrect, or not within the legal abilities of the County.
- 2) Phase II – Updates
 - i) The purpose of this phase is to update the existing County requirements to current industry standards. The following items are to be addressed in this phase:
 - (a) Standard details
 - (b) Drainage requirements

- (c) Define and clarify vague or incomplete requirements or processes
- 3) Phase III – Additions
 - i) The purpose of this phase is to add requirements, standards, and guidelines.
- (a) New items will be proposed that were not previously addressed elsewhere in the regulations.
- 4) Phase IV – Summary & Guidance
 - i) The purpose of this phase is to develop a guidebook as a preface that summarizes and references County requirements and process in a concise and easy to understand way.

PROJECT MANAGEMENT

The services will include:

- 1) Project Manager will attend client meetings to be held on average once a month at the County offices.
- 2) The project team will coordinate with County departments to get input and inform them of progress.
- 3) Provide general project management and administration including but not limited to maintaining project budget, schedule, QA/QC and coordination.
- 4) Updates to the different sections of the Subdivision Regulations will be developed in parallel. Work sessions with County staff will be coordinated so that all relevant County staff are present in the same session.
- 5) Subdivision Regulations will be formatted to be in letter size (8.5" x 11") pages. Standard construction details will be formatted to be in letter size (8.5" x 11") pages. Final versions of the documents to be provided in PDF (for general distribution) and source working files.
- 6) There will be no more than 2 rounds of comments in each phase of work, described in detail in the following paragraphs, before the manual is finalized. These comments will be coordinated between County departments before going to the project team so that guidance is clear.
- 7) The project schedule will be approximately 12 months, based on approximately 2 months per phase (approx. 1 month/phase for Consultant, approx. 1 month/phase for review/comment by Owner), plus time needed for public involvement, hearings, and special meetings. A schedule will be produced for Owner approval upon Notice to Proceed.

PUBLIC INVOLVEMENT

The services will include:

- 1) Assist Owner with the development of a public involvement plan suited to the proposed work products and the external stakeholders interested in these deliverables.
- 2) Project Manager and Public Involvement Lead will attend four (4) Commissioner's Court sessions, one for each phase of work, and present if required.
- 3) Assist Owner staff during the process of developing new standards to identify potential issues, reflect the variety of needs across the County, and increase awareness of the standards among key stakeholders in advance of adoption.
- 4) Consultant will provide two staff members to attend public meetings.
- 5) Consultant will assist Owner with the preparation of presentations, and exhibits for each public meeting.
- 6) County will advertise the public meetings.
- 7) Consultant will assist Owner with the preparation of the public meeting summary for each public meeting and consult with the Owner to respond to any project-specific input received.

PHASE I – ASSESSMENT / CORRECTIONS

The services will include:

- 1) Provide uniformity of the current regulations.
- 2) Address sections that are contradictory, incorrect, or not within the legal abilities of the County.
- 3) Based on current knowledge of content and to provide direction to the Consultant, County staff will provide comments (i.e., redlines, markups, and/or written comments) of the current Subdivision Regulations, noting known conflicts, items that need to be updated, and items that need to be added, associated with stated objectives. These comments will be coordinated between County departments before going to the Consultant so that guidance is clear.
- 4) Work with County staff to review the comments and state of the existing Subdivision Regulations. Attend one meeting for this task as necessary.
- 5) Review plans provided by County, if available, showing examples of contradictory, incorrect, and/or legally challenging projects, associated with above objective, to identify the current local practice.

- 6) Identify opportunities and/or gaps in policy and provide recommendations to County for best practices and overall policy objectives for review/comment.
- 7) County will review and approve recommendations in a timely manner as necessary to maintain the schedule.
- 8) Produce a draft of the Subdivision Regulations, with the corrections and approved recommendations, for County review/comment.
- 9) Work with County staff to address comments. It is anticipated that up to two rounds of review/comment cycles may be required. Attend one meeting for this task as necessary.
- 10) Produce the final version of the Subdivision Regulations document with the corrections and approved recommendations. This phase will then be considered complete.

PHASE II – UPDATES

The services will include:

- 1) The following items are to be addressed in this phase:
- 2) Standard details
- 3) Drainage requirements
- 4) Define and clarify vague or incomplete requirements or processes
- 5) Update code based House Bill 3167 as necessary
- 6) Based on current knowledge of content and to provide direction to the Consultant, County staff will provide comments (i.e., redlines, markups, and/or written comments) of the current Subdivision Regulations associated with stated objectives. These comments will be coordinated between County departments before going to the Consultant so that guidance is clear.
- 7) Work with GDJ and County staff to review the current state of the Subdivision Regulations as they relate to the subject objectives for this phase. Attend one meeting for this task as necessary.
- 8) Review plans provided by GDJ/County showing examples related to the stated objectives of this phase, if available.
- 9) With regards to drainage, it is understood that the County wishes to change the design storm requirements from the 25-year storm event to the 50-year storm event, as well as address stormwater detention requirements The
- 10) National Oceanic and Atmospheric Administration (NOAA) Atlas 14, Volume 11 Precipitation- Frequency Atlas study for Texas will be referenced for affected areas of the County (currently it appears only the Brownsville area is affected).

- 11) Available Comprehensive Plans from cities within the County will be reviewed during this phase to identify how they envision interfacing with the County as they grow and to identify any areas within the Subdivision Regulations that may need to be updated.
- 12) The implications of House Bill 3167, which went into effect on September 1, 2019, will be reviewed against the current Subdivision Regulations and processes.
- 13) Identify opportunities and/or gaps in policy and provide recommendations for best practices and overall policy objectives. With regards to drainage, and being a coastal county, this may include storm surge analysis and sea level change criteria for applicable areas.
- 14) County will review and approve recommendations in a timely manner as necessary to maintain the schedule.
- 15) Produce a draft of the Subdivision Regulations, with the updates and approved recommendations, for County review/comment.
- 16) Work with GDJ and County staff to address comments. It is anticipated that up to two rounds of review/comment cycles may be required. Attend one meeting for this task as necessary.
- 17) Produce the final version of the Subdivision Regulations document with the updates and approved recommendations. This phase will then be considered complete.

PHASE III – ADDITIONS

The services will include:

- 1) Based on current knowledge of content and to provide direction to the Consultant, County staff will provide comments (i.e., redlines, markups, and/or written comments) of the current Subdivision Regulations associated with stated objectives. These comments will be coordinated between County departments before going to the Consultant so that guidance is clear.
- 2) Work with County staff to review the current state of the Subdivision Regulations as they relate to the subject objectives for this phase. Attend one meeting for this task as necessary.
- 3) Review plans provided by County showing examples related to the stated objectives of this phase, if available.
- 4) Identify opportunities and/or gaps in policy and provide recommendations to County for best practices and overall policy objectives for review/comment.
- 5) County will review and approve recommendations in a timely manner as necessary to maintain the schedule.
- 6) Produce a draft of the Subdivision Regulations, with the additions and approved recommendations, for County review/comment.

- 7) Work with County staff to address comments. It is anticipated that up to two rounds of review/comment cycles may be required. Attend one meeting for this task as necessary.
- 8) Produce the final version of the Subdivision Regulations document with the additions and approved recommendations. This phase will then be considered complete.

PHASE IV – SUMMARY & GUIDANCE

The services will include:

- 1) Based on current knowledge of content and to provide direction to the Consultant, County staff will provide comments (i.e., redlines, markups, and/or written comments) or other forms of input guidance as to the desired content of the summary and guidebook associated with stated objectives. These comments will be coordinated between County departments before going to the Consultant so that guidance is clear.
- 2) Based on the comments provided, produce a draft guidebook. Provide to GDJ/County for review and comment.
- 3) Work with GDJ and County staff to address comments. It is anticipated that up to two rounds of review/comment cycles may be required. Attend one meeting for this task as necessary.
- 4) Produce final guidebook.

EXCLUSIONS/ASSUMPTIONS:

The exclusions/assumptions to this scope are:

- 1) It is understood that Owner led public involvement, hearings, and special meetings will be a part of all or most of the phases noted above.
- 2) It is understood that the County will involve key staff needed to make decisions to move the project forward in a timely manner through each phase of work to completion.
- 3) County will provide comments (i.e., redlines, markups) of current Subdivision Regulations associated with the above objectives. This is to include any conflicts with requirements from cities within the County.
- 4) It is understood that the County will provide electronic copies, in editable format (i.e., Word, Excel, AutoCad, Microstation), of the current Subdivision Regulations which Consultant is tasked to review, update and/or replace.

EXHIBIT A

Webb County – GDJ Engineering, LLC.

Countywide Roadway Specification Development Comprehensive Update to Subdivision and Building Rules and Regulations Development of a Countywide Master Thoroughfare Plan

ADDITIONAL RESPONSIBILITIES

BUILDING REGULATION GENERAL UPDATE

The Consultant shall provide an update to the current Webb County Building Rules and Regulations (Building Regulations). The Consultant shall coordinate with the Owner's staff on all Project related items.

Services will include:

- 1) Phase I – Assessment / Corrections
 - a) The purpose of this phase is to provide uniformity of the current regulations and update the fee structure.
 - i) This phase will address sections that are contradictory, incorrect, or not within the legal abilities of the County. The goal is for the regulations to focus upon On-Site Sewage Facility, and Floodplain related items.
 - ii) Update fee structure according to current industry standards.
- 2) Phase II – Updates
 - i) The purpose of this phase is to update and/or reduce the overall scope of the existing
- 3) County requirements to current industry standards. The following items are to be addressed in this phase:
 - a) Define and clarify vague or incomplete requirements or processes
 - b) Reduce overall scope of regulations, if possible.
- 4) Phase III – Summary & Guidance
- 5) The purpose of this phase is to develop a guidebook as a preface that summarizes and references County requirements and process in a concise and easy to understand way.

PHASE I – ASSESSMENT / CORRECTIONS

Objective: The purpose of this phase is to provide uniformity of the current regulations and update the fee structure. The following items are to be addressed in this phase:

i) This phase will address sections that are contradictory, incorrect, or not within the legal abilities of the County. The goal is for the regulations to focus upon, On-Site Sewage Facility, and Floodplain related items.

ii) Update fee structure according to current industry standards.

County will provide comments (i.e., redlines, markups) of current Subdivision Regulations associated with the above objectives. This is to include any conflicts with requirements from cities within the County.

PHASE II – UPDATES

Objective: The purpose of this phase is to update and/or reduce the overall scope of the existing County requirements to current industry standards. The following items are to be addressed in this phase:

i) Define and clarify vague or incomplete requirements or processes

ii) Reduce overall scope of regulations, if possible.

County will provide comments (i.e., redlines, markups, and/or written comments) of current Building Regulations associated with the above objectives.

PHASE III – SUMMARY & GUIDANCE

Objective: The purpose of this phase is to develop a guidebook as a preface that summarizes and references County requirements and process in a concise and easy to understand way.

County will provide input and guidance as to the desired content of the summary and guidebook.
Tasks:

1) Based on current knowledge of content and to provide direction to the Consultant, County staff will provide comments (i.e., redlines, markups, and/or written comments) or other forms of input guidance as to the desired content of the summary and guidebook associated with stated objectives. These comments will be coordinated between County departments before going to the Consultant so that guidance is clear.

2) Based on the comments provided, produce a draft guidebook. Provide to County for review and comment.

3) Work with County staff to address comments. It is anticipated that up to two rounds of review/comment cycles may be required. Attend one meeting for this task as necessary.

4) Produce final guidebook.

COUNTY RESPONSIBILITIES (ALL PHASES OF WORK):

1) Provide electronic copies, in editable format (i.e., Word, Excel, etc.), of the current Subdivision Regulations which Consultant is tasked to review, update and/or replace.

- 2) The County's project manager will review comments from its staff and third party stakeholders, resolve inconsistencies, and provide resultant comments as a single set of coordinate comments to with clear direction for action by the Consultant.
- 3) It is understood that the County will perform all public involvement, including public meetings, hearings, special meetings, etc, which will be a part of all or most of the phases noted above with support from GDJ.
- 4) GDJ will provide electronic files of updated Subdivision Regulations. County will print and/or reproduce hardcopies as necessary.

DEVELOPMENT OF COUNTYWIDE MASTER THOROUGHFARE PLAN

The Consultant shall develop a Countywide roadway specifications manual to be used in conjunction with the updated Webb County Subdivision Rules and Regulations (Subdivision Regulations). The Consultant shall coordinate with the Owner's staff on all Project related items.

Task 1, Literature Review: GDJ will collect information on ongoing studies, recent Laredo/MPO MTP, development information and known issues and other relevant information

Task 2, Data Collection: GDJ will collect the following data for MTP development. The data collection task includes:

2.1 Traffic Data

- a) Conduct traffic volume studies at key intersections and road segments to understand current usage.
- b) Collect historical traffic data to identify trends and seasonal variations.
- c) Gather and analyze crash data to pinpoint high-risk areas and propose potential safety improvements.
- d) Study traffic patterns, including peak-hour congestion, freight movement, and commuter flow.
- e) Assess multimodal transportation patterns, including pedestrian, bicycle, and transit usage.

2.2 Land Use Data

- a) Compile existing land use data, including residential, commercial, industrial, and agricultural zones.
- b) Conduct site visits and stakeholder interviews to validate land use assumptions and potential growth areas.
- c) Project future land use changes based on zoning ordinances, development trends, and comprehensive plans.

- d) Analyze the relationship between land use and transportation demand to inform corridor planning.

2.3 Environmental Data

- a) Identify environmental constraints such as floodplains, wetlands, air quality zones, and protected natural areas.
- b) Conduct topographic analysis to evaluate terrain-related challenges in roadway planning and construction.
- c) Assess potential environmental impacts of proposed transportation improvements and identify mitigation strategies.
- d) Document existing stormwater drainage infrastructure and assess flood risk related to thoroughfare improvements.

2.4 Inventory

- a) Conduct a comprehensive inventory of the existing roadway network, including lane configurations, pavement conditions, and traffic control devices.
- b) Document and evaluate the structural integrity of bridges, culverts, and other critical transportation infrastructure.
- c) Assess the capacity and performance of existing roadways to accommodate future growth and development.
- d) Identify existing and planned utility corridors that may impact thoroughfare improvements.
- e) Evaluate access management strategies to improve traffic flow and safety along key corridors.

Task 3, Stakeholder Coordination: GDJ will facilitate stakeholder coordination activities. This task includes:

3.1 Meetings

- a) Conduct initial stakeholder meetings to introduce the project, outline objectives, and gather preliminary input.
- b) Establish a technical advisory committee comprising local government officials, transportation agencies, and community representatives.
- c) Hold six (6) coordination meetings to review project progress, discuss findings, and address emerging concerns.
- d) Engage with economic development organizations, business associations, and freight operators to align transportation planning with economic growth.

3.2 Surveys

- a) Distribute online and in-person surveys to stakeholders and the general public to gather input on transportation challenges and priorities.
- b) Analyze survey responses to identify common themes, recurring issues, and location-specific concerns.
- c) Use survey findings to refine project goals and develop targeted improvement strategies.

Task 4, Public Engagement: GDJ will facilitate public engagement activities. This task includes:

4.1 Workshops

- a) Organize two (2) interactive public workshops to present findings and solicit community feedback.
- b) Utilize mapping exercises, scenario planning tools, and visualizations to facilitate discussions on transportation needs.
- c) Provide multilingual resources and outreach efforts for community participation.

4.2 Open Houses

- a) Host three (3) open house events at various locations to reach a diverse cross-section of Webb County residents.
- b) Present project progress, display maps and proposed improvements, and gather public comments.
- c) Offer virtual participation options for stakeholders unable to attend in person.

Task 5, Plan Development: Based on the information collected from Task t thru 4, GDJ will develop analysis in support MTP development. This task includes:

5.1 Needs Assessment

- a) Analyze collected data to determine critical transportation deficiencies and future needs.
- b) Analyze impacts using Travel Demand Model (SAM) or local MPO model.
- c) Identify key focus areas such as congestion relief, safety enhancements, connectivity improvements, and multimodal accessibility.
- d) Develop a prioritization framework to rank projects based on need, feasibility, and community benefit.

5.2 Alternative Analysis

- a) Develop multiple transportation improvement scenarios, considering cost, technical feasibility, and social impact.

- b) Evaluate trade-offs between different roadway configurations, access management strategies, and multimodal enhancements.
- c) Incorporate resilience planning to address climate change, extreme weather events, and long-term infrastructure sustainability.

5.3 Draft Plan

- a) Prepare a comprehensive draft Master Thoroughfare Plan, including detailed maps, recommendations, and implementation strategies.
- b) Integrate multimodal transportation recommendations, including transit, pedestrian, and bicycle improvements.
- c) Present the draft plan to stakeholders, agencies, and the public for review and feedback.

5.4 Final Plan

- a) Incorporate stakeholder and public feedback to refine and finalize the plan.
- b) Confirm that the final plan aligns with regional and state transportation planning efforts.
- c) Develop a phased implementation strategy, including funding sources and potential policy changes to support plan adoption.

Task 6, Deliverables: During this project, GDJ will provide the following deliverables to the Client as for stakeholder meetings and engagement activities as needed. They include:

6.1 Reports

- a) Prepare interim reports documenting the planning process, data collection efforts, and preliminary findings.
- b) Develop a comprehensive final report summarizing plan recommendations, implementation strategies, funding options, and supporting data.
- c) Provide GIS-based mapping and visualization tools for the final plan.

6.2 Presentations

- a) Create presentations for stakeholder and public meetings to communicate key findings, alternatives, and recommendations.
- b) Utilize visual aids, such as maps, charts, and infographics, to enhance understanding and engagement.
- c) Develop executive summaries and briefing materials for elected officials and decision-makers to facilitate informed discussions and plan adoption.

EXHIBIT A

Webb County – GDJ Engineering, LLC.

Countywide Roadway Specification Development Comprehensive Update to Subdivision and Building Rules and Regulations Development of a Countywide Master Thoroughfare Plan

ADDITIONAL SCOPE OF SERVICES

Additional analysis, meetings, and/or traffic data collection resulting from requests for additional information will be considered as additional services. Significant re-analysis or additional analysis will be considered additional services. Additional services may include:

- Attendance at additional meetings beyond those described above (public meetings, neighborhood meetings, team meetings, public hearings, planning commission meetings, town hall meetings);
- Additional field data collections, observations, and special studies; and
- Other transportation services not listed above.

PROJECT MANAGER/CONSULTANT COMMUNICATION:

The Consultant 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 Consultant'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. 26-91.

DESIGN RESPONSIBILITIES:

The Consultant is responsible for design errors and/or omissions that become evident before, during or after construction of the project. The Consultant'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 Consultant shall promptly make necessary revisions or corrections resulting from the Consultant's errors, omissions or negligent acts without additional compensation. Acceptance of

the work by the County will not relieve the Consultant 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 on 8GB USB flash drives. Each 8 GB flash drive shall have a file titled Table of Contents. 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 MS Office 2007 format. Plan sheets shall be provided in Microstation DGN or GEOPAK GPK format. PDF copies of plan sheets shall also be provided.

Consultant shall provide to the County, a CD that contains all the permitting documents and 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 schedule shall include time necessary for reviews, approval, etc.

EXCLUSIONS:

The exclusions to this scope are:

1. Utility Coordination
2. Subsurface Utility Engineering (SUE)
3. Geotechnical Services
4. Changes to the survey as a result of changing conditions
5. Changes to legislative requirements during the project development.

DELIVERABLES:

The items to be provided are:

1. Countywide Roadway Specifications Manual
2. Revised Webb County Subdivision and Building Requirements
3. Countywide Master Thoroughfare Plan Documentation
4. All Public Involvement and Stakeholder Documentation
5. All project deliverables in working file format.

PROJECT MANAGEMENT

MEETINGS, COORDINATION & SUPPORT FOR PROJECT MANAGEMENT:

The Consultant shall meet and coordinate with all relevant entities (i.e. County, Regional Mobility Authority, Texas Department of Transportation, Rio Grande Valley Metropolitan Planning Organization, etc...) and all other affected parties. The Engineer shall serve as representative for the Owner in coordination items. The Consultant shall coordinate with the Owner's staff on all Project related items.

ADDITIONAL RESPONSIBILITIES

EASEMENTS, LETTERS OF PERMISSION, ETC.:

The Consultant shall be responsible for delineating easements. The Consultant 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 Consultant 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/CONSULTANT COMMUNICATION:

The Consultant 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 Consultant'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. 26- 91.

DESIGN RESPONSIBILITIES:

The Consultant is responsible for design errors and/or omissions that become evident before, during or after construction of the project. The Consultant'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 Consultant shall promptly make necessary revisions or corrections resulting from the Consultant's errors, omissions or negligent acts without additional compensation. Acceptance of the work by the County will not relieve the Consultant 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.

Consultant shall provide 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 Consultant will perform all services to be provided under this agreement out of their office located at: 2805 Fountain Plaza Blvd., Suite B, Edinburg, Texas 78539