

STATE OF TEXAS §

COUNTY OF WEBB §

**PROFESSIONAL SERVICES CONTRACT
WEBB COUNTY – TERRACON CONSULTANTS, INC.
MASTER CONTRACT
FOR
ENVIRONMENTAL ASSESSMENT SERVICES**

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 **Terracon Consultants, Inc.**, a Foreign For-Profit Corporation, hereinafter referred to as "Consultant" collectively referred to as the "parties".

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 designated Project(s) for Webb County.

I. General Provisions:

- A. All Work done by Consultant pursuant to this Contract shall only be undertaken by the Consultant pursuant to a written Work Authorization approved by the County. Consultant shall NOT commence any work until Consultant has been thoroughly briefed on the scope of work as set out in a Work Authorization and has been notified in writing to proceed with the work, which is the subject of a Work Authorization, in a "Notice to Proceed".
- B. Consultant, in consideration of the compensation herein provided, shall render the services set forth in the Work Authorization 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 and the Work Authorization.
- C. The Consultant shall be represented by a registered professional architect and/or 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. Work Authorization:

- A. Services authorized by the County under this Contract to be performed by Consultant shall be identified in a written Work Authorization submitted to the County by Consultant. The Work Authorization shall include a detailed "Scope of Services", Method(s) of Compensation, Consultant's Schedule to Complete the Work Authorization, and a listing of special reimbursable expenses, if any. Each Work Authorization shall also include a detailed Project Description with an anticipated completion schedule. The County shall review each Work Authorization and notify the Consultant of any matters that require clarification or correction

before submitting the Work Authorization to the County for approval by its Commissioners Court. The types of Environmental Assessment Services that may be required of Consultant under this Professional Services Contract are outlined in **Exhibit "A"**, which was part of County's Request for Qualifications (RFQ) 2022-015, entitled "On Call Environmental Services for County Projects" which Consultant responded to.

- B. The County shall be authorized, with Commissioners Court approval, to make changes to any Work Authorization by supplemental work authorization. Each supplemental work authorization shall include: an updated schedule of completion for the work authorized, compensation and methods of compensation. The supplemental work authorization may contain additional instructions or provisions specific upon certain aspects of this Contract pertinent to the additional Work to be undertaken under a supplemental work authorization.
- C. This Contract shall serve as the Master Contract between Consultant and County, while the County may request individual projects or other services on an as-needed basis through the issuance of individual work authorizations as described under this Article II.

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 Contract and under any Work Authorization.

IV. Personnel:

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

This Contract with Consultant shall be for a term of three (3) years beginning January 1, 2024 and ending December 31, 2026. This Contract may be terminated by County as provided in Article VIII of this Contract.

VI. Compensation and Payment:

- A. County shall pay and the Consultant agrees to accept payment for the performance of services as set forth in the Work Authorization by either Lump Sum or Fixed Price.

COUNTY'S PAYMENT IS TO CONSULTANT. COUNTY SHALL HAVE NO LIABILITY, DIRECTLY, OR INDIRECTLY, FOR PAYMENT TO CONSULTANT'S WORKERS OR SUBCONTRACTORS. CONSULTANT SHALL INDEMNIFY AND HOLD COUNTY HARMLESS COUNTY FROM ANY AND ALL SUCH CLAIMS

- B. The Consultant will submit to County, for services rendered pursuant to the Work Authorization, 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 contract, Work Authorization or Supplemental Authorization with County. Consultant shall not be entitled to any compensation or expense reimbursement other than as

set forth in this contract or Work Authorization. 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 for each Work Authorization 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 any Work Authorization. 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 contract or any Work Authorization, as a condition before final payment under this Contract or any Work Authorization or as a termination settlement under this Contract the Consultant shall execute and deliver to County a release of all claims against County arising under, or by virtue of, this Contract or Work Authorization, except claims which are specifically exempted by the Consultant to be set forth therein. Unless otherwise provided in this Contract, by State law or otherwise expressly agreed to by the parties to this Contract, final payment under this Contract, Work Authorization or settlement upon termination of this Contract shall not constitute a waiver of County's claims against the Consultant or its sureties under this Contract.
- F. Final payment under this Contract, Work Authorization or settlement upon termination of this Contract shall not constitute a waiver of County's claims against the Consultant under this Contract.

VII. Additional Services:

- A. All work performed by Consultant, which is either described in this paragraph or not included in a Work Authorization 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 or a Work Authorization.
- B. CONSULTANT SHALL NOT PERFORM ANY WORK WHICH CONSTITUTES ADDITIONAL SERVICES UNTIL A CONTRACT AMENDMENT OR SUPPLEMENTAL AUTHORIZATION OR WORK AUTHORIZATION HAS BEEN APPROVED IN WRITING BY THE PARTIES AND CONSULTANT HAS RECEIVED A WRITTEN NOTICE 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 Contract 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 Contract 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 Contract 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 Contract 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 Contract 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 contract. As soon as practicable after receipt of notice of termination, the Consultant shall submit a statement showing in detail the services performed under this contract 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 Contract, 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 a Contract to complete the work under this Contract.
- 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 Contract 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 Contract, 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 Contract 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 Contract 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 Consultant 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 Consultant's 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 Consultant may maintain reasonable and customary deductibles, subject to approval by the County of Webb.

- C. Any Subcontractor(s) hired by the Consultant shall maintain insurance coverage equal to that required of the Consultant. It is the responsibility of the Consultant 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, Consultant 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. Consultant 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, Consultant 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 or Supplemental Authorizations 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 Contract, 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. Neither party shall have the authority to enter into contracts or agreements on behalf of the other Party.

IN THE EVENT THT ANY STATE OR FEDERAL AGENCY, OR COURT OF COMPETENT JURISDICTION DETERMINES THAT CONSULTANT IS NOT AN INDPENDENT CONTRACTOR, CONSULTANT AGREES TO INDEMNIFY AND HOLD HARMLESS COUNTY FOR ANY AND ALL DIRECT DAMAGES, PENALTIES, ASSESSMENTS, TAXES, OR EXPENSES THAT MAY BE INCURED BY COUNTY AS A RESULT OF THIS DETERMINATION.

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 Contract to the contrary notwithstanding, this Contract shall not create any rights or benefits on behalf of any other person not a party to this Contract, and this Contract 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 Contract and other provisions of collateral contractual agreements that are made a part hereof by reference or otherwise, the provisions of this Contract shall control.
- F. Law of Texas. This Contract shall be governed by and construed in accordance with the laws of the State of Texas and shall be enforced in Webb County, Texas. The Parties agree that all actions or proceedings arising in connection with this contract shall be tried in the State Courts located in Webb County, Texas. Consultant waives any right it may have to assert the doctrine of *forum non conveniens* or to object to such venue and hereby consents to any court ordered relief.
- G. 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.
- H. 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.
- I. Counterparts. This Contract 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.

- J. 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.
- K. Rule of Construction. The parties hereto acknowledge that each party and its legal counsel have reviewed and revised this contract, 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 contract or any amendments or exhibits hereto.
- L. Notices. Any notice pursuant to this Contract 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 Contract shall be as follows:

County:
 Mr. J. Carlos Flores, Director
 Webb County Engineering Dept.
 1620 Santa Ursula
 Laredo, Texas 78040

Consultant:
 Juan Rendon
 Contract Manager
 Laredo, Texas 78216
 San Antonio, Texas 78216

And

And

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

Terracon Consultants, Inc.
 6911 Blanco Road
 San Antonio, Texas 78216

- M. 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.
- N. Incorporation of Recitals, Exhibits, Amendments and/or Work Authorization and/or Supplemental Authorization. The Recitals and each exhibit, Amendment and/or Work Authorization and/or Supplemental Authorization are hereby incorporated herein by reference for all intents and purposes, provided however that in the event of a conflict between this Contract and its Exhibits, Amendments, and/or Work Authorization and/or Supplemental Authorization this Contract shall control to the extent of such conflict.

- O. **Effective Date.** This contract is effective as of January 1, 2023, even if any signatures are made after that date.
- P. **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 Contract and performance of the functions and obligations described herein.
- Q. **Execution of Documents.** This Contract 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 Contract 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

Consultant:
Terracon Consultants, Inc.

Tano E. Tijerina
Webb County Judge

Print Name: _____
Title: _____

Date: _____

Date: _____

ATTEST:

Margie Ramirez Ibarra
Webb County Clerk

Approved as to Form:

Fortunato G. Paredes
Chief Assistant 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).

EXHIBIT "A"

Types of Environmental Engineering/consulting Services that may be required during the performance period, but is not limited to:

Environmental Impact Reports EIR/EIS), when applicable.

Phase I, II, and III Environmental Site Assessments

- a) A phase I environmental assessment includes a site description detailing site observation, location, adjacent properties and utilities. It also addresses record reviews which involves on-site and off-site research, regulatory review, summary of regulatory listings, physical setting sources and historical land use. It also includes a site reconnaissance and interviews which entails geographic settings, topography, geology and hydrology, site conditions and report preparation.
- b) A phase II environmental assessment may include installation of soil borings and/or monitoring wells and sampling of surface and sub-surface soils, and/or groundwater depending on the specific environmental concerns phase III environmental assessment delineates the environmental concern and, if applicable, prepares for the remediation of the contamination. Work Plans are often conducted in preparation for contamination characterization. A work plan will be prepared for acceptance by a regulatory agency. Work plan will include permitting requirements, field activities, and applicable laboratory analytical methods to characterize the affected soil and/or groundwater.

Conduct these professional services requested in compliance with all applicable local, county, state and federal codes, laws, regulations and guidelines, including but not limited to Texas Commissioner on Environmental Quality (TCEQ) and U.S. Environmental Protection Agency (EPA) regulations.

- Site investigations may include soil, surface water, and ground water investigations to determine the presence and/or the extent of contamination.

Mold Testing, Assessment, Identification, Reporting and Abatement

Planning. Asbestos Surveys and air monitoring services.

Lead paint testing and remediation
design. Sampling and Analysis plans

Soil Borings/Monitoring Wells

Excavation/Remediation

Air Monitoring

Hydro-geological Testing

Disposal of Solid and Liquid

Waste Site Investigation

Reports

Environmental Assessment/Cost analysis.

Remove and replace fuel storage tanks, treat contaminated soil and water, complete all regulatory permitting, and produce tank closure reports.

- Investigations permit preparations, reports, and other related services. Field characterization of waste, sampling and analysis of waste materials. Geotechnical investigations, sampling, analyzing and classification of soils.

Preparation of feasibility reports, remedial action plans, and other reports required by regulatory agencies.

Assist in obtaining the required permits from various regulatory agencies to facilitate site remediation. Identify long-term remediation options for groundwater contamination, as required (Feasibility Study).