

WEBB COUNTY – RABA KISTNER, INC.
FOR
PHASE 1 ENVIRONMENTAL SITE ASSESSMENT
WORK AUTHORIZATION # 1

This Work Authorization #1 is made under the Professional Services Contract Webb County – Raba Kistner, Inc. Master Contract for Environmental Assessment Services as approved by the Commissioners Court of Webb County on January 8, 2024.

1. **AUTHORIZATION TO PROCEED**

The execution of this Work Authorization and subsequent issuance of a Notice to Proceed shall be construed as authorization by the County for Raba Kistner, Inc. (hereinafter “Consultant”) to proceed with the work.

2. **SCOPE OF SERVICES**

The scope of services to be provided by Consultant for this Work Authorization is the following:

Project Name: **Phase I Environmental Site Assessment of 1401 Guatemozin Street and 603 N. Loring, Laredo, Webb County, Texas**

Type of Service: **Phase I Environmental Site Assessment Services**

Scope of services is further detailed in the attached Exhibit “A” attached hereto and incorporated as if set out in full for all intents and purposes.

3. **COUNTY OBLIGATIONS**

County will provide to the Consultant the following:

- a. Provide the authorization to proceed with services through coordination with the Consultant.
- b. Payment for work performed by the Consultant and accepted by County in accordance with Article VI of the Master Agreement and Article 4 of this Work Authorization Agreement.
- c. Assistance to the Consultant, as necessary, to obtain needed data and information from other local, regional, State and Federal agencies the Consultant cannot easily obtain.
- d. Provide any available relevant data County may have on file that will assist Consultant.
- e. Provide timely review and decisions in response to the Consultant’s request for information and/or required submittals and deliverables, in order for the Consultant to maintain the agreed upon work schedule prepared in accordance with this Work Authorization.
- f. Attend and participate in progress meetings as required and as coordinated and

conducted by Consultant.

4. COMPENSATION AND PAYMENT

The cost for services under this Work Authorization will be based on a lump sum fee not to exceed THREE THOUSAND FIVE HUNDRED DOLLARS (\$3,500.00) for the services detailed in Article 2 of this Work Authorization #1. The maximum amount payable under this Work Authorization #1 is THREE THOUSAND FIVE HUNDRED DOLLARS (\$3,500.00).

5. ERRORS, OMISSIONS, NEGLIGENT ACTS POLICY

Consultant shall save harmless County and its officers and employees from all claims and liability due to activities of itself, its agents, or employees, performed under this Work Authorization and which are caused by or result from error, omission, or negligent act of the Consultant or any person employed by the Consultant.

6. INDEPENDENT CONTRACTOR

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

7. TERMINATION

This Work Authorization #1 terminates when the Contract terminates or pursuant to Article VIII of the Master Contract, whichever occurs first.

8. ADDITIONAL SERVICES

Services in addition to those specified in the SCOPE OF SERVICES may be provided by the Consultant if authorized in writing by County. Additional services will be paid for by County as negotiated in a Supplemental Work Authorization.

9. ACCEPTANCE AND APPROVAL

This Work Authorization does not waive the parties' responsibilities and obligations as established by the Contract.

This Work Authorization is hereby accepted and approved by the Webb County Commissioners Court on February 12, 2024.

10. EXHIBITS INCORPORATED

Exhibit "A" is made part of this Work Authorization and incorporated herein as if set out in full for all intents and purposes.


11. EFFECTIVE DATE

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed.

COUNTY

CONSULTANT

By: Tano Tijerina
County Judge



Brian D. Strye, M.S.
Environmental Project Manager

Date: _____

Date: 2-1-24

ATTEST:

Margie Ramirez Ibarra
Webb County Clerk

Exhibit A

Scope of Services

See attached Proposal submitted by Raba Kistner

Exhibit A

Work Authorization #1
Phase I Environmental Site Assessment
1401 Guatemozin & 603
N. Loring
Raba Kistner, Inc.

EXHIBIT "A"

Proposal No. PSF24-025-00
January 29, 2024



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Ms. Silvia J. Martinez
Grant Writer/Project Coordinator
Webb County Economic Development
1308 San Agustín Avenue
Laredo, Texas 78040

**RE: Phase I Environmental Site Assessment Proposal
1401 Guatemozin Street and 603 N. Loring Avenue
Laredo, Texas
Lat: 27°30'6.50"N; Long: 99°28'56.23"W**

Dear Ms. Martinez:

Pursuant to your request, **Raba Kistner, Inc. (RKI)** is pleased to submit this proposal for a Phase I Environmental Site Assessment (ESA-I) to the Webb County Economic Development (CLIENT) for the above-referenced properties. The subject properties consist of two developed tracts addressed at 1401 Guatemozin Street and 603 N. Loring Avenue, Laredo, Texas. This Phase I ESA has been requested as part of due diligence activities prior to a real estate transaction.

The purpose of this proposal is to define the scope of work, cost, and limitations, associated with completing the ESA-I for the above-referenced site. The American Society for Testing and Materials (ASTM) *E 1527-21, Standard Practice for Environmental Site Assessments; Phase I Environmental Site Assessment Process*, will be used as a guidance document for the performance of the ESA-I. This standard is consistent and compliant with the Environmental Protection Agency's *All Appropriate Inquiry (AAI) Rule* and may be used to comply with the provisions of the *All Appropriate Inquiry Final Rule*.

PURPOSE AND OBJECTIVE

The objective of the ESA-I is to evaluate historical and present uses of the site for evidence of impacts by hazardous substances regulated under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) and petroleum products to permit the CLIENT to satisfy one of the requirements to qualify for the *"innocent landowner defense, contiguous property owner, or bona fide prospective purchaser"* to CERCLA liability. The ESA-I will be conducted by an environmental professional meeting requirements as set forth in *40 CFR §312.10(b)* under standards of good commercial and customary practices that constitute "appropriate inquiry into the previous ownership and uses of the property" as defined in *42 USC § 9601(35)(B)*.

SCOPE OF WORK

The scope of work for the ESA-I include the following components as a minimum:

ENGINEERING & TESTING • ENVIRONMENTAL • PROJECT MANAGEMENT • INFRASTRUCTURE

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Review of Existing Data and Records

Review of Records and Resource Materials: RKI will review reasonably ascertainable pertinent records and resource materials that are practically reviewable within the cost and time constraints of the ESA-I. Federal, state, local, and facility records will be evaluated for environmentally significant information regarding the site and documented facilities or incidents within the approximate minimum search distance established by the environmental professional in accordance with the ASTM standard.

Review of Recorded Land Title Records: RKI will review records of fee ownership, leases, land contracts, easements, liens, and other encumbrances on or of the property as provided by CLIENT or owner, for the purpose of identifying past owners or operators on the site who may have been involved in activities known or reported to include the generation, handling, or disposal of hazardous waste.

Site Reconnaissance

RKI will perform a site reconnaissance in an attempt to identify *recognized environmental conditions* in connection with the property. The environmental professional shall visually and physically observe the property, and any structure(s) located on the property not obstructed by bodies of water, adjacent buildings, or other obstacles for environmental hazards and conditions related to the property. The adjoining properties, structures, and potential recognizable environmental hazards and conditions of the property shall be observed visually from all adjacent public thoroughfares, roads, or access points, as well as subject property. The extent of the site reconnaissance is subject to limiting conditions such as weather, impassable obstacles, or access restricted by owners or occupants.

Interviews

In order to comply with the AAI rules, it is mandatory for RKI to conduct interviews with current owner(s) and occupant(s) of the subject property. Should the CLIENT not wish RKI to contact current or past owners or occupants, the CLIENT shall notify RKI in writing.

Additional interviews will be conducted with parties such as current and past facility managers, past owners, operators or occupants of the property, and employees of the government, environmental regulatory personnel, fire department personnel, health department personnel, and occupants or owners of adjoining properties or operations as necessary and or practical to meet the objectives and performance factors of the AAI rule. Interviews include inquiries in person, by telephone, or by written correspondence. Information from interviews shall be documented including persons interviewed, date and time of the interview, and information provided. In the event an interview is not possible, this possible data gap will be discussed in the report.

Findings Evaluation and Report Preparation

The final report of the ESA-I will include: 1) documentation of information sources; 2) the facts and description of environmental conditions relevant to the site; 3) the identity and qualifications of the environmental professional(s) involved in the performance of the ESA-I, including signed declarations; 4) the opinion by the environmental professional of the impact of *recognized environmental*

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conditions in connection with the property; and 5) recommendations for further action if deemed warranted.

LIMITATIONS

The ESA-I is a limited inquiry into the environmental characteristics of the property. It includes an opinion on the existence of regulated environmental conditions and contamination (e.g., hazardous substances and petroleum products) by an environmental professional based upon visual inspection and an examination of readily available public and facility records, interviews with people knowledgeable about the site.

ASTM E 1527-21 defines "*recognized environmental conditions*" as "the presence or likely presence of any hazardous substances or petroleum products in, on or at the property; (1) due to release to the environment; (2) under conditions indicative of a release to the environment; or (3) under conditions that pose a material threat of a future release to the environment. De minimis conditions are not recognized environmental conditions."

This ESA-I does not include intrusive investigations or sampling or analyses of any kind unless authorized as additional scope considerations. Furthermore, the location or identification of undocumented buried tanks or concealed wastes, hidden conditions, and subsurface conditions are not included.

Items to be Provided by CLIENT

1. Legal description of the property, preferably Commitment for Title Insurance and/or 50-year chain-of-title run, if applicable.
2. Copy of the latest Survey Plat or Site Plan of the property and current Floor Plans, if applicable.
3. Copies or access to copies of reports of previous studies of the site especially:
 - a. Geotechnical reports.
 - b. Environmental permits.
 - c. Records with respect to all previous environmental studies or remediation, including but not limited to, asbestos surveys.
4. Provision for access to site and tenant spaces on a schedule agreed upon by CLIENT and contact information for current and past owners and occupants as available.
5. The CLIENT is asked to complete an RKI provided questionnaire. Failure to complete this questionnaire could result in a data gap.

U.S. Small Business Administration (SBA) Loans & Third Party Reliance

Due to requirements developed by the SBA as a result of *SOP50-10[5]* effective June 2008 (revised March 2009), RKI cannot extend reliance on the ESA-I report to the SBA or its development company loan programs (a.k.a. Certified Development Company [CDC]), should CLIENT seek funding through the SBA or its CDC under an *SBA 7(a)* and 504 loan program; however, reliance may be extended to parties pursuing loan options other than SBA-related programs provided third party agrees to RKI's standard terms and conditions and a fee of \$250⁰⁰.

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Reliance on the information provided in a ESA-I report for the purposes of conducting "All Appropriate Inquiry" (AAI) is subject to the conditions in ASTM E 1527-21 §4.6 describing the continued viability of an ESA-I. In general, RKI will not extend reliance or liability on the information provided in the ESA-I report beyond ASTM E-1527's "shelf life" requirements, currently 180 days, unless an update assessment has been performed by RKI.

ADDITIONAL BUSINESS ENVIRONMENTAL RISK CONSIDERATIONS

This ESA-I is not intended to be a detailed study to identify or quantify all potential environmental concerns. Other issues not included within the standard ESA-I scope of work, but which may be performed as additional scope services include, but are not limited to, the investigation and/or evaluation of asbestos-containing building materials (ACBM), lead-based paint, lead and other contaminants in drinking water, radon gas, indoor air quality, or ecological, cultural and historical resources (i.e., threatened or endangered species, archeological resources, sole source aquifers, etc.). Such factors could pose an additional "business environmental risk" to parties involved and can also be evaluated in conjunction with, or supplemental to the ESA-I.

No additional *business environmental risk* considerations are proposed for the ESA-I at this time.

COST AND DURATION

We will provide the above scope of service for a **LUMP SUM FEE of \$3,500.00**. We are prepared to initiate this project immediately after we receive written authorization to proceed and anticipate that we can complete the scope of work described above within three business weeks after we receive written authorization to proceed.

This fee does not include intrusive investigations, sampling, or analyses of any kind, unless authorized as additional scope considerations. Additional services, if requested, will be billed in accordance with our standard fees for professional services, as indicated on the attached *Schedule of Fees*.

We will issue one electronic copy of the report addressed to the undersigned. Should the undersigned wish to receive one copy of the report, please indicate so by initialing here:_____. If other parties wish to rely on the ESA-I reports, please have them contact us so that a mutual understanding and agreement of the terms and conditions for our services can be established prior to their use of this information.

ACCEPTANCE

We appreciate the opportunity of submitting this proposal and look forward to working with you in the development of this project. This proposal and the attachments listed below constitute the contract between us. Please sign below as your acceptance of this contract and to authorize RKI to proceed with this project.

Attachment
I

Description
Schedule of Fees for Professional Services

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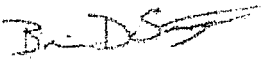
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Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Texas 75397-1037. All parties hereby agree that this contract upon acceptance will be performable in Bexar County, Texas.

RKI considers the data and information contained in this proposal to be proprietary. This statement of qualifications and any information contained herein shall not be disclosed and shall not be duplicated or used in whole or in part for any purpose other than to evaluate this proposal.

Very truly yours,

RABA KISTNER, INC.



Brian D. Strye, M.S.
Environmental Project Manager

Accepted By _____
(Signature)

(Typed or Printed Name)

BDS/srw

(Title)

Attachments:

I – Schedule of Fees for Professional Services Date _____

Copies Submitted: Above (1 Electronic PDF Copy)

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Attachment I



SCHEDULE OF FEES FOR PROFESSIONAL SERVICES

PERSONNEL:

Principal.....	\$135 to \$250/hour
Professional.....	\$70 to \$200/hour
Auto Cad Operator.....	\$65 to \$110/hour
Technical/Clerical/Administrative	\$40 to \$80/hour

The specific hourly rate within each classification listed above depends on the experience, special training, and qualifications of the personnel needed for the project. For projects requiring work at any hazardous waste site, there will be a \$10 per hour surcharge added to the normal billing rate for all personnel. Consultants to Raba Kistner (RK) will be charged according to their professional classification.

EXPENSES: Use of company automobiles will be charged at \$1.00 per mile. Automobiles and light trucks assigned to field sites will be charged at \$70.00 per day, plus \$1.00 per mile over 50 miles per day. Copies will be charged at \$0.25 per page.

Other project specific charges for use of RK equipment or for RK testing will be in accordance with established fee schedules. All other project specific, third-party costs will be charged at cost plus 15 percent.

Invoices will be submitted monthly for work in progress in our standard format. They are due and payable upon receipt and become past due 30 days after the billing date. Past due invoices may be subject to late charges at the rate of 1-1/2 percent per month (18 percent per annum). In the event that the State of Texas legislates a sales tax on Professional Services, the amount of the tax will be PAYMENT added to the appropriate service rate charged. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Texas 75397-1037.

Preparation of non-standard invoice will be charged on a time and materials basis in accordance with the rates in this fee schedule.

CONDITIONS: Services will be performed in accordance with our Standard Terms and Conditions.

The proposal to which this schedule is an attachment is valid for 90 days from the date of the proposal.