

Amendment #1
To
Professional Services Contract
Webb County -Ardurra Group, Inc.
Waterline Extension Design

The original contract, dated **May 26, 2023** and effective May 22, 2023, by and between **Webb County**, a political subdivision of the State of Texas (hereinafter called “County”) and **Ardurra Group, Inc.**, (hereinafter called “Consultant”) to provide Services is hereby amended, pursuant to Sections VII.B., X. and XXI. B of the Original Agreement, the matter to be omitted is enclosed in brackets and by using strikeout type and where new matters are indicated by underscoring and by using italics:

Paragraph IV 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 Two million Twenty-Nine Thousand Forty-Four Dollars (\$2,029,044.00).
- B. County shall pay Consultant Three Thousand Five Hundred Dollars (\$3,500.00) for boundary surveys and any revisions, which shall include a boundary survey map showing a proposed waterline easement and temporary construction easement (if necessary) and a metes and bounds description (legal description) of the easement, for up to twenty (20) parcels being crossed by the waterline.*

Exhibit A (As set out on Page 14 of 17 of the original agreement)

**Scope of Work Webb County
ARPA Waterline Projects**

~~[TASK 13: STAKEHOLDER ENGAGEMENT]~~

- ~~[1. Scope of Stakeholder Engagement services will be developed upon completion of Task 2:
Preliminary Engineering. A proposal will be submitted by Ardurra for the County's consideration after the completion of Task 2, only if necessary.~~

Deliverables for Task 13

~~• TBD]~~

TASK 13:

TASK 13: BOUNDARY SURVEY (up to 20 parcels)

- 13.1. Right of way/waterline easement - Acquisition Boundary Surveys:
Perform deed/plat research for current ownership for up to 20 tracts of land.
Perform field exploration for boundary corners in accordance with record information.
Boundary analysis by a Registered Professional Land Surveyor to determine property lines and current ROW lines.

13.2. Easement Recording

Preparation of easement exhibits and legal descriptions and any revisions, which shall include a boundary survey map showing a proposed waterline easement and temporary construction easement (if necessary) and a metes and bounds description (legal description) of the easement, being crossed by the waterline. Quality control and certification by a Registered Professional Land Surveyor for all parcels.

Deliverables for Task 13

Finalized exhibits and legal descriptions signed and sealed by a Registered Professional Land Surveyor for all parcels. Said finalized deliverables shall be sent to Webb County to be filed for record. All surveys shall be completed and submitted to County within 30 calendar days of the effective date of this amendment.

Paragraph 2: The parties agree that the foregoing amendment shall be hereinafter considered a part of the contract referred to above and incorporated by reference therein for all purposes. This amendment shall be subject to any and all other provisions of the contract which are hereby ratified by the parties and remain in full force and effect, with the exception of the parts or provisions of the contract which have been modified by this amendment or prior amendments.

Each party hereby guarantees, warrants and represents to the other that the individual or individuals signing this Amendment on behalf of such party have the power, authority and legal capacity to sign this Amendment on behalf of and to bind all entities, corporations, partnerships, limited liability companies, joint venturers or other organizations and entities on whose behalf such individual or individuals have signed.

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

IN WITNESS WHEREOF, the parties hereto have executed this Amendment #1 on the dates set forth below.

Webb County

Ardurra Group, Inc.
Consultant

Tano E. Tijerina
Webb County Judge

Ignacio Hinojosa, PE
Client Services Manager

Date: _____

Date: _____

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).