

**PROFESSIONAL SERVICES CONTRACT
WEBB COUNTY AND PORRAS NANCE ENGINEERING**

STATE OF TEXAS *

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WEBB *

WHEREAS at a Webb County Commissioner’s Court Meeting held on the 8th day of July 2019, the Court previously approved and awarded a Professional Services Contract to provide the Webb County Utilities Department with professional engineering services pursuant to the Request for Qualifications (R.F.Q.) 2019-007 “La Presa Community Water Dispenser Project” between Webb County and Porras Nance Engineering, for engineering services for the preparation of design plans, specifications, and project oversight of the La Presa Community Water Dispenser Project.

NOW, THEREFORE, IT IS AGREED by, and between the parties hereto the County of Webb, acting by and through its Commissioner’s Court, hereinafter referred to as “County” and Porras Nance Engineering, hereinafter collectively referred to as “Professional/Independent Contractor” shall provide “County” with the scope of service proposal as more particularly described and attached herein as Exhibit A, pursuant to “La Presa Water Dispenser Proposal for Professional Engineering Services” including but not limited to the preparation of design plans, specifications, and project oversight in response to the Request for Qualifications (R.F.Q.) 2019-007 “La Presa Community Water Dispenser Project” .

Effective Date and Termination Date of Professional Services Contract:

The effective date of this Agreement is to be determined upon delivery of a written and signed notice to proceed issued by Webb County to Porras Nance Engineering, and shall be for an estimated time of approximately 3 months/90 days, and shall terminate upon completion of tasks as set forth in the proposal for engineering services in response to the Request for Qualifications (R.F.Q.) 2019-007 “La Presa Community Water Dispenser Project”.

1. Professional/Independent Contractor

It is hereby covenanted and agreed by the parties that the services to be provided to “County” by the Independent Contractor and/or Professional shall incorporate the scope of work and requirements as set forth and attached hereto as Exhibit “A” “La Presa Water Dispenser Proposal for Professional Engineering Services”, and incorporated by reference for all intents and purposes. Independent Contractor/Professional shall perform the services as listed under Exhibit A “Engineering Services Proposal” (attached hereto).

2. Compensation

The County of Webb shall pay the Independent Contractor for such Professional Services the sum of \$85,000.00, as per the fee schedule set forth in attached Exhibit “A”, upon completion, verification and approval of these services by the Webb County Engineer/Engineering Dept., which shall be required to be authorized by an Official Purchase Order signed by the Webb County Purchasing Agent. The County Auditor will only authorize payment for the

goods/services described on the Official Purchase Order unless otherwise permitted by law or the Webb County Purchasing Policy. Further, compensation for unauthorized change orders will not be paid by Webb County. Only change orders authorized by the Purchasing Agent through an Official Purchase Order will be paid once all goods are received and/or services completed. No other County Official, employee, officer or Elected Official is authorized to approve purchases and/or changes to purchase orders unless approved by the Webb County Purchasing Agent.

3. Billing Address

All invoices must be submitted to the Webb County Business Office in electronic format and/or delivered to the following address:

Webb County
1110 Washington Street, Ste. 203
Laredo, Texas 78040
Attn: Business Office

Or email to: apinvoices@webbcountytexas.gov
ALL invoices must reference Purchase Order #

4. Independent Contractor

In the performance of work, duties, and obligations required of the Independent Contractor whether one or more, under this Agreement, it is mutually understood, and agreed, that Independent Contractor is, at all times, acting and performing as an independent Contractor. Webb County's sole interest is to assure that the Independent Contractor services be performed and rendered in a competent, efficient, and satisfactory manner. The Independent Contractor hereby agrees to perform the services in strict accordance with approved methods, and practices, in the general field of his expertise.

5. Ethical Standards

The Independent Contractor/Bidder warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Independent Contractor/Bidder for the purpose of securing business. For breach or violation of this warranty, the County shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

6. No Conflicts

Independent contractor represents and warrants that contractor has no actual or potential conflicts of interest in providing services to County under this contract and the contractor's provision of services under this contract would not reasonably create an appearance of impropriety.

7. Additional Services and Expenses

Any and all additional services, parts, costs, fees or expenses, not included in this agreement, shall require both a written request by the Independent Contractor to the County and prior formal

approval by a quorum of the Webb County Commissioner's Court at either a regular, special and/or emergency called meeting of the "County". The County shall not be responsible for and/or shall not compensate the Independent Contractor for these costs without both a written request and prior approval by the County.

8. Terms and Conditions

The Independent Contractor certifies, and affirms, that he/she/company is not legally, or professionally, disqualified from the performance of the duties under this Agreement. Independent Contractor shall advise the County, in writing, of any change in status of the Independent Contractor which may materially affect the ability of Independent Contractor to legally, or professionally, carry out the duties herein.

9. Access to Criminal History Record and Termination of Contract or Disqualification of Bid for Cause

Please be advised that Webb County is entitled to obtain the criminal history information of any person and/or business owner who contracts with the County in accordance with Section 411.1295 of the Texas Government Code. In the event that any criminal history of a person or business owner who contracts with Webb County is discovered, then at that event, Webb County at its sole discretion reserves the exclusive right and shall be entitled to immediate termination of the contract and/or immediate disqualification of bid submittal in the event that such criminal history is discovered, by providing notice to the person and/or business owner of such termination and/or disqualification of bid submittal in accordance with the Notice provisions set forth in Section 13 herein-below.

10. Termination for Convenience

Termination for convenience, also known as a no-fault termination, allows the County to terminate any contract, in whole or in part, at any time in its sole discretion, if it is determined that the termination is in the best interest of the County. As notified by the Purchasing Agent through a 15 day written notice / via email of such intent to terminate contract for convenience.

Purchasing provides the Professional/Independent Contractor a written notice specifying the extent of termination and the effective date, providing as much notice as possible. The Professional/Independent Contractor is generally paid for allowable costs incurred up to the effective date of termination. The County is not liable for payment to the Independent Contractor related to the terminated portion of the work or any work performed or costs incurred after the effective date of the termination.

11. Termination for Default

A contract may be terminated for default when (a) the County concludes that the Professional/Independent Contractor fails to perform, make progress, or in any way breaches the contract and continues to do so after receiving written notice/email notice of such default/issues and fails to cure such default/issues within 10 working days (b) Termination for default should be used as the last resort. The County should do everything practicable to assist the Professional/Independent Contractor in curing a default. Factors to consider before making a decision to terminate for default include: (1) The provisions of the contract and applicable regulations, (2) The specific contractual failure(s) and the explanation provided for the failures, (3) The urgency

of the need for the contracted supplies or services, (4) Actions the County may have taken that aggravated the problems, (4) The availability of the supplies or services from other sources and the time required to obtain them, and (5) Availability of funds or resources to re-purchase if the costs cannot be recovered from the defaulting Independent Contractor.

12. Notices

All notices called for, or contemplated, hereunder shall be in writing, and shall be deemed to have been duly given, when personally delivered and/or via e-mail, or seventy-two (72) hours after mailed to each party by certified mail, return receipt requested, postage prepaid.

Any notices required to be sent hereunder shall be sent as follows:

TO: Porras Nance Engineering;
Attn: Wayne Nance, President
304 E. Calton Rd.
Laredo, Texas 78041
(956) 724-3097
E:Mail; wayne@porrasnance.com

TO: Adrian Montemayor, Director
Webb County Water Utilities Dept.
513 Martha Dr.
Rio Bravo, Texas 78046
(956) 523-5590
E:Mail; agmontemayor@webbcountytx.gov

13. Severability

Each paragraph, and provision, hereof is severable from the entire Agreement, and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

14. Prohibitions against Assignment.

No assignment or transfer of this Agreement can be made without written consent of both parties, hereto.

15. Hold Harmless

The independent contractor shall indemnify and hold Webb County harmless from all claims for personal injury, death and/or property damage resulting directly or indirectly from independent contractor's performance. Independent contractor shall procure and maintain, with respect to the subject matter of this ITB, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover Bidder's liability as may arise directly or indirectly from work performed and goods or services sold and under the terms of this ITB. Certification of such coverage must be provided to the County upon request.

16. Venue/Laws of Texas

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas, and the exclusive venue for any and all legal disputes between the parties shall be enforced and shall lie in the Webb County, Texas.

17. Entire Agreement

This Agreement incorporates all the agreements, covenants, and understandings between the parties herein concerning the subject matter hereof; and all such covenants, agreements, and understandings have been merged into this written Agreement. No other prior agreement, or

understandings, verbal or otherwise, of the parties, or their agents, shall be valid, or enforceable, unless signed by both parties, and attached hereto, and/or embodied herein.

18. Amendment

This Agreement may be modified, only in writing, executed by both parties, and approved by a majority of a quorum of the Webb County Commissioner's Court.

19. Confidentiality

Any confidential information provided to, or developed by, Independent Contractor in the performance of the 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. All work products, whether in draft or final form is the sole property of Webb County and may not be used by INDEPENDENT CONTRACTOR for any purpose without written consent of COUNTY.

20. Headings

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

21. Counterparts

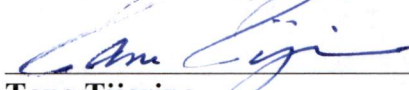
This Agreement may be executed in any number or, and by, the different parties hereto on separate counterparts, each of which when so executed, shall be deemed to be an original, and such counterparts shall, together, constitute but one and the same document.

22. 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.

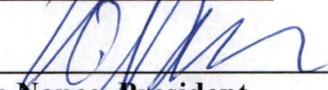
EXECUTED in duplicate originals this 8th day of AUGUST, 2019.

WEBB COUNTY, TEXAS



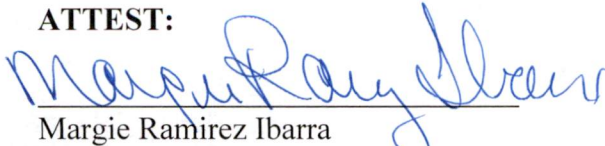
Tano Tijerina
Webb County Judge
Date: July 29, 2019

Porras Nance Engineering



Wayne Nance, President
Date: 8-8-19

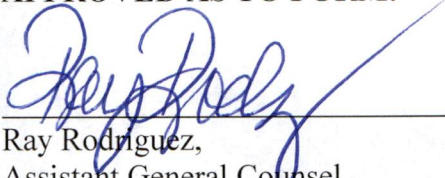
ATTEST:



Margie Ramirez Ibarra
Webb County Clerk



APPROVED AS TO FORM:



Ray Rodriguez,
Assistant General Counsel
Webb County Civil Legal Division

*By law, this office may only advise or approve contracts or legal documents on behalf of its clients. 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).

*Presented for Approval at the Webb County
Commissioner's Court meeting held on the 8th day
of July, 2019, Item No. 27.*



Request for Qualifications (RFQ)

RFQ 2019-007

"La Presa Community Water Dispenser"

Due: June 3, 2019 at/or before 10am

Notice is hereby given that Webb County is soliciting Requests for Qualifications (RFQ) from Professional Engineering Firms to provide design services, preparation of construction documents, project management and assisting the County in securing regulatory approval from TCEQ for a Community Water Dispenser at La Presa Colonia in southern Webb County. The project includes installation of a new water dispenser station composed of a ground storage tank, preassembled pump skids, a pre-selected proprietary bulk water loading station (AquaFlow Int'l) with related concrete paving, chain link fence, and plant piping. The site will be located on County owned property adjacent to the La Presa Community Center. This solicitation will comply with the Texas Government Code, Section 2254 (Professional Services Procurement Act).

The accompanying RFQ with its terms, conditions, attachments and all other forms in this RFQ package are due by or before 10 a.m. (Central Time) on, June 3, 2019. **RFQ received after the due date and time will not be accepted.** All RFQ meeting the required deadline will be read publicly at the following location in accordance with Webb County Purchasing Policies and Procedures:

Webb County Purchasing Department
1110 Washington St., Ste. 101
Laredo, Texas 78040

This RFQ solicitation can be viewed at the following online address. Interested Contractors may submit their proposals by registering on Webb County's eBid site and uploading their file to our "Response Attachments" tab. Should anyone need assistance please contact Mr. Juan Guerrero, Contract Administrator at (956) 523-4125.



<https://webbcountyebid.ionwave.net/Login.aspx>

Webb County reserves the right to reject any and all RFQ, to waive informalities in the RFQ process, or to terminate the RFQ process at any time, if deemed in the best interest for Webb County.

EXHIBIT

1 of 2

THIS FORM MUST BE INCLUDED WITH RFQ PACKAGE; PLEASE CHECK OFF EACH ITEM INCLUDED WITH RFQ PACKAGE AND SIGN BELOW TO COMPLETE SUBMITTAL OF EACH REQUIRED ITEM.

RFQ # 2019-007
"La Presa Community Water Dispenser"

- Proposer Information

- A minimum of five (5) references

- Conflict of Interest form (Form CIQ)

- Certification regarding Debarment (Form H2048)

- Certification regarding Federal lobbying (Form 2049)

- Code of Ethics Affidavit

- Proof of No Delinquent Tax Owed to Webb County

Signature of person completing RFQ

Date

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1. Introduction

Webb County is soliciting Requests for Qualifications (RFQ) from Professional Engineering Firms to provide design services, preparation of construction documents, project management and assisting the County in securing regulatory approval from TCEQ for a Community Water Dispenser at La Presa Colonia in southern Webb County. The project includes installation of a new water dispenser station composed of a ground storage tank, preassembled pump skids, a pre-selected proprietary bulk water loading station (AquaFlow Int'l) with related concrete paving, chain link fence, and plant piping.

2. Scope of Work

The selected firm will conduct topographic surveys of the site, prepare site plans, details, technical specifications, cost estimates, and assist the County in obtaining TCEQ approval of the project. The project includes installation of a new water dispenser station composed of a ground storage tank, preassembled pump skids, a pre-selected proprietary bulk water loading station (AquaFlow Int'l) with related concrete paving, chain link fence, and plant piping.

3. Proposal Preparation Cost

The County will not reimburse any proposer for any costs involved in the preparation and submission of proposals, amendments or other relevant documents associated with the RFQ.

4. Instructions to Proposers

RFQ Proposals will be organized and sections tabbed in the following order. All Proposals will include at minimum:

1. LETTER OF TRANSMITTAL

- a. The Proposal letter shall be addressed to the Webb County Purchasing Agent and shall include at a minimum the following:
 - I. Name of Individual, Partnership, Company or Corporation submitting proposal;
 - II. Contact information for proposal submittal questions and future performance questions;
 - III. Statement that all terms and conditions of the RFQ are understood and acknowledged by the undersigned;
 - IV. Signature(s) and title(s) of the representative(s) legally authorized to bind the Proposer.

2. EXPERIENCE AND PERFORMANCE

- I. Please provide a list of five (5) references that can describe your previous performance providing Engineering/Architectural services such as design plans, preparation of construction documents, construction management and assisting Government Entity with TCEQ approval. For each reference, detail:
 - Name and address of entity (Contractor, County, company, etc.);
 - Name, title, e-mail address, and phone number of entity's contact person;
 - Provide project dates, current and past to include project budgets;
 - A brief summary of the scope of services provided for each project.

- II. Provide number of years Engineering/Architectural firm has been in business.
- III. List all current licenses and certifications of individual(s) that would be assigned to this project relevant to the scope of work.

5. Conflict of Interest

The contract or contracts in this solicitation are subject to Texas Govt. Code Sec. 2261.252(b), which prohibits the Webb County from entering into contracts with certain private vendors in which certain Webb County officers and employees have a financial interest. Each respondent shall include in its proposal a statement that it is not prohibited from entering into a contract with Webb County as a result of a financial interest as defined under Texas Govt. Code Sec. 2261.252(b).

A conflict of interest may involve conflicting incentives with regard to the Contractor as a whole, or any employee. The conflict may arise between the provider's work under a contract entered as a result of this solicitation and a relationship involving Webb County, a construction contractor, another engineering Contractor, a materials testing Contractor, a third party affected by the project, a sub provider for any other consultant or contractor, or any other entity with an interest in a project on which work is performed under a contract entered as a result of this solicitation.

6. Texas Ethics Commission Requirement Notification:

In 2015, the Texas Legislature adopted [House Bill 1295](#), which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

A signed and notarized Form 1295 shall be tendered to Webb County by providers selected to receive a contract prior to contract execution. Webb County will not evaluate the information provided, or respond to any questions on how to interpret the Texas Ethics Commission's rules.

For additional information, please reference the Texas Ethics Commission webpage at: <https://www.ethics.state.tx.us/tec/1295-Info.htm>

7. Webb County Purchasing Code of Ethics Policy

The County of Webb will ensure that it will promote and enforce proper ethical conduct by all Vendors, Procurement Officials, Elected Officials and County employees directly or indirectly involved in the procurement process. All vendors wishing to participate in any solicitation must sign and notarize the affidavit form included as part of this solicitation package and upload with your electronic submission. Failure to submit form will disqualify your bid or proposal package from being considered. [The Ethics Policy](#) can be viewed at the Webb County Purchasing Agents website for vendors to read prior to signing and submitting the affidavit form.

When responding to an Active Solicitation, Vendors shall be required to disclose donations and campaign contributions by the Vendor or any individual or entity acting on the Vendor's behalf to the Purchasing Agent or his designee made within six (6) months prior to the date of the Active Solicitation. Failure by a Vendor to accurately disclose such contributions may result in the Vendor's disqualification, debarment, or contract voidance as per Section 18 of the Ethics Policy.

The Webb County Purchasing Board approved the Code of Ethics policy on April 19, 2018 and adopted by the Webb County Commissioners Court on May 14, 2018.

8. General Conditions

Interested proposers shall familiarize themselves with conditions relating to the scope, specifications, and restrictions regarding the execution of work to be performed under the contract. It is the proposer's responsibility to obtain any additional information it deems necessary to submit in its RFQ proposal, as well as in the performance of the contract. Information contained in this document should not be considered all-inclusive.

All questions regarding this RFQ proposal request must be submitted to in writing through eBid by utilizing the "Questions Tab" in the Bid Event. All questions submitted shall comply with RFQ schedule under section 11.

9. RFQ Evaluation

Webb County will select the most qualified Firm by evaluating the following criteria. Evaluation criteria is not listed in order of importance:

- A. Firm's qualifications and years of service – 25 points
- B. Firm's references and past/current performance with design and project oversight of water/wastewater projects – 35 points
- C. Firm's ability to manage and self-perform the scope of work – 20 points
- D. Firm's experience specific to securing regulatory approval from State agencies for local governments 20 points

The evaluation committee **may** conduct the following tasks but is not an all-inclusive list of tasks that may be conducted by committee:

- *Review all RFQs received for compliance with RFQ terms and conditions.*
- *Prepare a comparative summary of proposals.*
- *Prepare a preliminary ranking of RFQs using a quantitative method based on the criteria presented in the RFQ document.*
- *Conduct reference checks.*

- Request clarification from proposers.
- Prepare a final ranking of RFQs.

10. RFQ Evaluation Team:

The following Webb County employees are involved in the selection process for this procurement:

1. Adrian Montemayor, Water Utilities Director
2. Leroy Medford, Executive Administrator to Commissioners Court
3. Guillermo Cuellar, Assistant County Engineer

Note: Do not contact these individuals about this solicitation during the restricted contact period. [Please refer to our Purchasing Ethics Policy Section 6 \(Restricted Contact Period\).](#)

11. RFQ SCHEDULE

Activity	Time	Date	Responsible Party
Public Notice/Newspaper	n/a	May 21 st , May 28 th	Webb Co. Purchasing Dept.
Posted RFQ on Website	n/a	Until award is completed	Webb Co. Purchasing Dept.
Questions Due to County	No later than 5pm	May 23 rd	Proposer/Contractor
Posting of Answers	No later than 5pm	May 24 th	Webb Co. Purchasing Dept.
Sealed Proposals Due	10 am	June 3 rd	Proposer/Contractor
Evaluation of Proposals	TBD	June 4 th – June 6 th	Webb Co. Evaluation Team
Award of Contract	TBD	TBD	Governing Body
Finalization of Contract Doc	TBD	TBD	Webb County/Contractor
Commencement of Service	TBD	TBD	Webb County/Contractor

Footnote: County reserves the right to adjust time and dates on above projected schedule if it's in the best interest for Webb County.

12. Special Accommodations:

To request special accommodations pursuant to the Americans with Disabilities Act (ADA), please notify the contact shown below, a minimum of 48 hours prior to a scheduled meeting.

Mr. Juan Guerrero, Contract Administrator at 956) 523-4125 or email at juguerrero@webbcountytx.gov



Proposer Information

Name of Company: _____

Address: _____

County and State _____

Phone: _____

Email Address: _____

Signature of Person Authorized to Sign:

Signature

Print Name

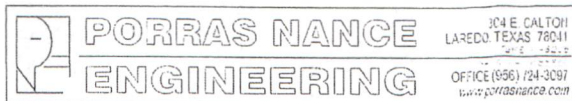
Title

Indicate status as to "Partnership", "Corporation", "Land Owner", etc.

(Date)

Note:
All submissions relative to these RFQ shall become the property of Webb County and are nonreturnable.

If any further information is required, please call the Webb County Contract Administrator, Juan Guerrero, at (956)523-4125.



June 10, 2019

Adrian Montemayor, System Manager
Rio Bravo Water Treatment Plant
515 Martha
Rio Bravo, Texas 78046

Ref: **La Presa Water Dispenser
Proposal for Professional Engineering Services**

Mr. Montemayor,

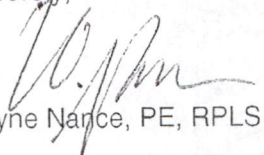
At your request, we are pleased to provide the following proposal for engineering and surveying services on the above referenced project. We understand that this project involves developing construction plans to install a new water dispenser station composed of a ground storage tank, preassembled pump skids, a pre-selected proprietary bulk water loading station (AquaFlow Int'l) with related concrete paving, chain link fence, and plant piping. The site will be located on County owned property adjacent to the La Presa community center. No electrical engineering services are anticipated or included with this proposal. A geotechnical soils investigation shall be separately provided by the County for tank foundation design purposes.

We will conduct topographic surveys of the site, prepare site plans, details, technical specifications, cost estimates, and assist the County in obtaining TCEQ approval of the project. The project will be constructed through an Invitation for Bid (ITB) process, so the County must provide our office with all contract and bidding documents in an editable format. Electrical power and internet service to the site will be coordinated and installed separately by the County. No construction easements or related survey documents are anticipated. As-built drawings will be submitted to the County at project completion.

We propose to provide these services for a lump sum fee of \$85,000.00. We expect to have plans complete within 90 days of receiving your authorization to proceed.

We appreciate the opportunity to provide the County this proposal. We look forward to working with you on this project. If you have any questions, please contact me.

Sincerely,


Wayne Nance, PE, RPLS

