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PROFESSIONAL SERVICES CONTRACT
WEBB COUNTY AND TERRACON CONSULTANTS, INC.
WEBB COUNTY R.F.Q. 2020-006 ENVIRONMENTAL CONSULTANT FOR
WEBB COUNTY-CHICAGO ST./DETOX BLDG.

BY REN DEPUTY

WHEREAS at a Webb County Commissioner's Court Meeting held on the 22nd day of June, 2020, the Webb County Commissioner's Court approved and awarded a Professional Services Contract pursuant to Request for Qualifications R.F.Q. 2020-006 to provide Webb County with environmental and/or any related services, as needed for the Webb County Chicago St./Detox Bldg. Project to Terracon Consultants, Inc.

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 Terracon Consultants, Inc., hereinafter referred to as "Independent Contractor" shall provide "County" with the service proposal as more particularly described and attached herein as **Exhibit A, "Terracon-Webb County/Chicago St.-Detox Bldg./Limited Exterior Wall Assessment-Scope of Services & Cost Proposal"**.

Effective Date and Term and Termination Date of Professional Services Contract:

The effective date of this Agreement is June 23, 2020 but shall not officially commence until delivery and acknowledged receipt of a written and signed notice to proceed issued by Webb County to Terracon Consultants, Inc. The term for the completion of the scope of services for this project shall be THIRTY (30) calendar days from date set forth in the Official Webb County Notice to Proceed, and shall terminate upon completion of all scope of work/job tasks.

1. Independent Contractor/Scope of Services

a.) 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 on Exhibit "A", Webb County Request for Qualifications R.F.Q. 2020-006 to provide Webb County with environmental and/or any related services, as needed for the Webb County Chicago St./Detox Bldg. Project, and Exhibit B, "Terracon-Webb County/Chicago St.-Detox Bldg./Limited Exterior Wall Assessment-Scope of Services & Cost Proposal" and incorporated by reference for all intents and purposes. Independent Contractor/Professional shall perform the services in accordance therewith.

b.) Scope of Services. The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibits A&B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. When Consultant subcontracts to other individuals or companies, then consultant will collect from Client on the Subcontractors' behalf. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues,

such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.

c.) **Acceptance/ Termination of Services.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties.

In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken.

This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.

2. Compensation. The County of Webb shall pay the Independent Contractor a total lump sum in the amount of **FIVE THOUSAND EIGHT HUNDRED AND NO/100 DOLLARS (\$5,800.00)** for Professional Services provided pursuant to this agreement which have been 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 and/or the Webb County Commissioner's Court.

3. Change Orders. Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.

4. Third Party Reliance. This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.

5. Compensation and Terms of Payment. Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit B to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.

6. LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY,

OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.

7. Indemnity/Statute of Limitations. Consultant shall indemnify and hold harmless the Client and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by the Consultant's negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.

8. Warranty. Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

9. Insurance. Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$1,000,000 occ / \$2,000,000 agg); (iii) automobile liability insurance (\$1,000,000 B.I. and P.D. combined single limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

10. CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.

11. Dispute Resolution. Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Texas law.

12. Subsurface Explorations. Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.

13. Testing and Observations. Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.

14. Sample Disposition, Affected Materials, and Indemnity. Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials (“Affected Materials”) at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant’s performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.

15. Ownership of Documents. Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant’s property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant’s document retention policies and practices.

16. Utilities. Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant’s attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.

17. Site Access and Safety. Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client’s contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant’s employees or subcontractors to do so in order to reduce the risk of exposure to the coronavirus. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant’s pre-task planning and risk

18. Billing Address. All invoices must be submitted to the Webb County Business Office in BOTH electronic format and mail and/or hand delivery 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 #

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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 it 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.

25. 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 Independent Contractor a written notice specifying the extent of termination and the effective date, providing as much notice as possible. The 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.

26. Termination for Default. A contract may be terminated for default when (a) the County concludes that the 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 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.

27. 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: Terracon Consultants, Inc. c/o
Jesse H. Aguilar, P.E./Dept. Mgr. III
6911 Blanco Rd.
San Antonio, Texas 78216
(210) 304-9197
E-Mail: jesse.aguilar@terracon.com

TO: Jose Angel Lopez III, CTPM
Webb County Purchasing Agent
1110 Washington Street, Ste. 101
Laredo, Texas 78040
(956) 534-4125
E-Mail: joel@webbcountytx.gov

WEBB COUNTY, TEXAS
Luis Perez-Garcia, P.E./Webb County Engineer
Webb County Engineering Dept.
(956) 523-4054
lperezgarcia@webbcountytx.gov

28. 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.

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

30. 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.

31. 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.

32. 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.

33. 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.

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

35. 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.

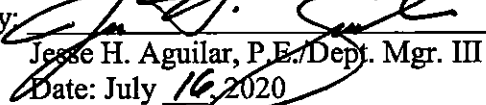
36. Terminology and Definitions. All personal pronouns used herein, whether used in the masculine, feminine, or neutral, shall include all other genders; the singular shall include the plural, and the plural shall include the singular.

EXECUTED in duplicate originals this ____ day of JULY, 2020.

WEBB COUNTY, TEXAS


TANOÉ E. TIJERINA
Webb County Judge
Dated: July __, 2020

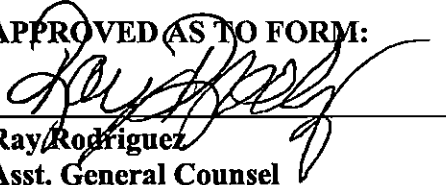
TERRACON CONSULTANTS, INC.

By: 
Jesse H. Aguilar, P.E./Dept. Mgr. III
Date: July 16, 2020

ATTEST:


Margie Ramirez Ibarra
Webb County Clerk

APPROVED AS TO FORM:



Ray Rodriguez

Asst. 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).

*Passed and Approved at the Webb County
Commissioner's Court meeting held on the
22nd day of June 22, 2020, Item No.8.e.
Environmental/Terracon/Detox/Chicago St.*

May 6, 2020



Webb County
1620 Santa Ursula Ave
Laredo, TX 78040-3801

Attn: Mr. Luis Perez Garcia, III, P.E., County Engineer
P: 956-286-6091
E: lperezgarcia@webbcountytx.gov

RE: PROPOSAL FOR LIMITED EXTERIOR WALL ASSESSMENT

Webb County Detox Facility

4101 Juarez Avenue
Laredo, Webb County, Texas 78201
Terracon Proposal No. PFB206069

Dear Mr. Perez Garcia:

Terracon Consultants, Inc. (Terracon) is pleased to submit this proposal to Webb County (Client) to perform a Limited Exterior Wall Assessment. *We understand that we have been chosen to provide these services for this publicly funded project. Therefore, by providing cost information we are not in violation of the Texas Professional Services Procurement Act.* We are presenting this proposal to confirm our understanding of the services to be performed for this project, to obtain written authorization to provide these services, and to present a fee estimate to provide these services.

1.0 PROJECT INFORMATION

The subject building consists of a single-story, former juvenile detention facility which is to be renovated to serve as the Webb County Detox Facility, located at 4101 Juarez Avenue in Laredo, Webb County, Texas. On the basis of the information provided to us by our Client during a telephone conversation held on Wednesday, April 29, 2020, Terracon understands that water was observed emitting through a hole in the interior side concrete masonry unit (CMU) block wall of the north elevation. Furthermore, water damaged gypsum board has also been observed within the office spaces located along the north wall of the facility.

EXHIBIT A
"RFQ 2020-006 Chicago
Street" Scope of Services
& Cost Proposal



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

P [210] 641 2112

F [210] 641 2124

Texas Professional Engineers No. F-3272

terracon.com

Geotechnical

Environmental

Construction Materials

Facilities

It is our understanding that the original windows located along the north elevation were removed and the openings in-filled with CMU block some time ago; however, the exact date is not known. We understand that the in-fill walls were coated with a paint product that was reported to have water repellent properties; however, the exact product applied to the walls is not known at this time. From our review of a partial set of the original construction drawings prepared by Turner Hickey & Associates, the project architectural firm, dated March 30, 1987, the exterior walls within this portion of the facility are comprised of pre-cast concrete panels with an exposed aggregate finish. The wall panels are supported on a concrete grade beam and attached to structural steel framing and cast in-place concrete columns. The existing roof system consists of pre-cast concrete planks with a thermoplastic olefin (TPO) roof membrane.

Our Client has requested that Terracon provide a fee proposal to assess the condition of the north wall to determine if water has become trapped within the CMU block as well as the source(s) of the water infiltration and damage to the gypsum board.

2.0 SCOPE OF SERVICES

Based on our understanding of the project, Terracon proposes the following scope of services:

Background Review

- Terracon will review available reports, construction drawings, plans, specifications, documentation of prior repairs, modifications, etc., to better understand the construction of the building.

Visual Observations and Limited Field Testing

- Terracon will perform visual observations of the north wall from the interior and the exterior to document existing conditions. Terracon will supplement our visual observations with digital photographs, some of which may be included in our written report. Our observations will be limited to the readily visible and accessible elements.
- Moisture scanning will be performed with a hand-held moisture meter to assess the presence of moisture within the interior gypsum board where visible deterioration of the paint is noted.
- Terracon will perform two openings through the interior gypsum board to confirm the wall construction and assess the interstitial wall space for indications of water damage and/or corrosion to framing members. These wall openings will be made at select locations to be coordinated with our Client and will not exceed a height of 5-ft above the finish floor elevation. Please note that the wall openings will be temporarily covered with the sections of removed drywall and plastic membrane material. Terracon will not be responsible for permanent repairs.
- Terracon will perform MAT Absorption Testing on the exterior block wall in general accordance with RILEM Test Method 11.4. The test procedure will utilize RILEM Tubes

(Mat Tubes) sealed to the north exterior wall at several locations. This test will measure the rate of water absorption into the tested block substrate.

- Conduct a limited infrared thermographic imaging survey along the north wall to assess if there are anomalies that may indicate the presence of trapped moisture within the wall in the vicinity of the distressed wall finishes and where the previous window openings were in-filled. The survey will be performed in general accordance with ASTM C1060, Standard Practice for Thermographic Inspection of Insulation installations in Envelope Cavities of Framed Buildings.
- Digital images of anomalies encountered during the survey will be included in a written report and the location of the anomalies will be indicated on a roof and/or elevation plan, or a photograph if a plan is not available, to be included in the report. Depending on the duration and the ambient temperature the survey may need to be completed during the evening, weather permitting.

Analysis and Reporting

- Following completion of this scope of work, Terracon will document the findings of our site activities in a written report. The report will include a discussion of our field activities and our observations. The report will include photographs of unique or notable conditions and our opinions regarding the source(s) of the suspected water infiltration. The information gathered as part of this initial, limited study will be used to develop a detailed scope of work which may include, but not be limited to spray water testing of select locations of the north exterior-wall, will be submitted as a supplemental agreement for our Client's review and approval for additional services.

3.0 CLIENT PROVISIONS

Terracon understands that the Client agrees to provide safe and timely access to all site areas and spaces necessary to complete our scope of services.

Prior to or at the time of our site visit we request copies of the following items, if available, to aid in our study:

- Any pertinent building documents that may aid in our investigation such as previous engineering reports, maintenance and repair documents, etc.
- Provide a safe work place for testing staff at all times and provide access to the building interior spaces including but not limited to the mechanical rooms, storage areas, roof areas, and secured areas that are pertinent to our scope of work. Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement.

4.0 COMPENSATION

Terracon will provide the scope of services, described herein, for a **lump sum fee of \$5,800.00**. With the exception of the infrared thermographic imaging survey, this proposal is based on the understanding that our field work will be performed during normal business hours (8:00 AM through 5:00 PM, Monday through Friday). Furthermore, these proposed fees are based on the project information available through the project documents and our experience with similar projects. Fees for additional services provided outside of the Scope of Services outlined in this proposal will be based on a new proposal for additional services.

The following items are **not included** in our fee estimate for the project:

- Standby time and additional mobilization charges resulting from delays caused by the client, property manager, on-site personnel or tenants, or other members of the project team.
- Additional services requested by the Client but not within the scope defined herein. Terracon will obtain authorization from the client for services outside of the defined project scope prior to proceeding.

5.0 SITE ACCESS AND SAFETY

At Terracon, safety is paramount. This is evident through our culture of being Incident and Injury Free®. As part of Terracon's focus on employee well-being and safety, and in accordance with Terracon's safety rules and practices, **all Terracon personnel will wear Personal Protective Equipment (PPE) while on the project site**. PPE will include steel-toe boots, high visibility safety vests, hard hats, work gloves, and safety glasses. **Please let us know of any additional site-specific safety requirements which will be applicable to our services.**

Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time. Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to the coronavirus. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes. Client acknowledges its responsibility for notifying Consultant of any circumstances that present a risk of exposure to the coronavirus or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with the coronavirus.

6.0 SCHEDULE

Terracon can generally begin the field assessment within four working days after receipt of the signed Agreement for Services. Terracon anticipates the field assessment can be completed within one working day, weather and access permitting. A written report will be submitted within five working days after the completion of the field assessment. Verbal information can be provided at the request of our Client following the completion of the field assessment.

7.0 AUTHORIZATION

This proposal may be accepted by executing the Agreement for Services attached to the end of this proposal. If this proposal meets your approval, please complete the Acceptance block of the attached Agreement for Services form and return to Terracon. Authorization may be expedited by emailing the executed Agreement for Services to Jesse.Aguilar@terracon.com.

We look forward to providing this service to Webb County. If you have any questions concerning this proposal, or if we can assist you in any other matter, please call our office at 210-714-2102.

Sincerely,

Jesse H.
Aguilar

Digitally signed by Jesse H. Aguilar
DN: cn=Jesse H. Aguilar, c=US,
o=Terracon, ou=Terracon SAT
Facilities,
email=jesse.aguilar@terracon.com
Date: 2020.05.06 10:16:07 -0500

Jesse H. Aguilar, P.E.
Senior Associate / Department Manager III
Facilities Engineering Division

John A. Posenecker, P.E.
Principal, Department Manager
Facilities Engineering Division

Copied: Above (Email Only)

Attachment: Agreement for Services

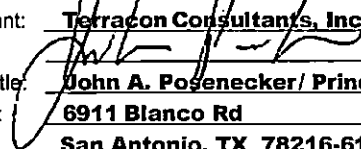
AGREEMENT FOR SERVICES

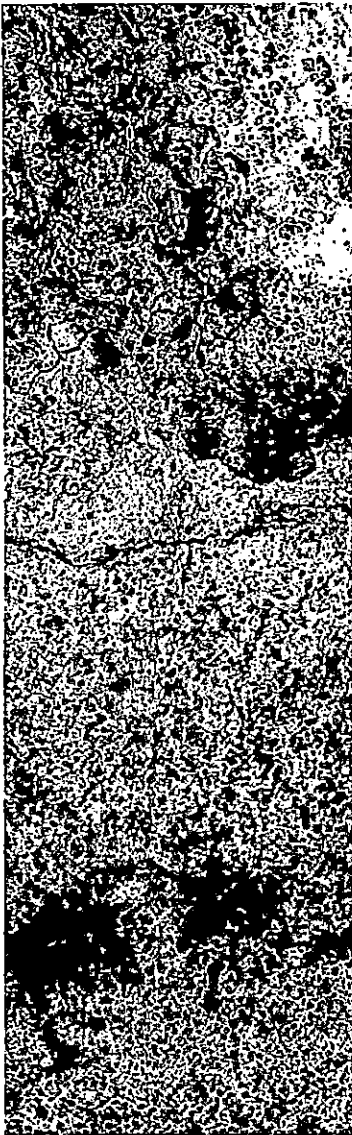
This **AGREEMENT** is between Webb County ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Exterior Wall Assessment project ("Project"), as described in Consultant's Proposal dated 04/28/2020 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

- 1. Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. When Consultant subcontracts to other individuals or companies, then consultant will collect from Client on the Subcontractors' behalf. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
- 2. Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
- 3. Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
- 4. Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit G B to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
- 5. Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
- 6. LIMITATION OF LIABILITY.** CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.
- 7. Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other Client and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
- 8. Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 9. Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$1,000,000 occ / \$2,000,000 agg); (iii) automobile liability insurance (\$1,000,000 B.I. and P.D. combined single

limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

- 10. CONSEQUENTIAL DAMAGES.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas Texas law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to the coronavirus. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes. Client acknowledges its responsibility for notifying Consultant of any circumstances that present a risk of exposure to the coronavirus or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with the coronavirus.

Consultant:	<u>Terracon Consultants, Inc.</u>	Client:	<u>Webb County</u>
By:	 Date: <u>5/6/2020</u>	By:	_____ Date: _____
Name/Title:	<u>John A. Posenecker / Principal</u>	Name/Title:	_____
Address:	<u>6911 Blanco Rd San Antonio, TX 78216-6164</u>	Address:	<u>1620 Santa Ursula Ave Laredo, TX 78040-3801</u>
Phone:	<u>(210) 641-2112</u>	Fax:	<u>(210) 558-7894</u>
Phone:	_____	Phone:	_____
Email:	<u>jposenecker@besgrp.com</u>	Email:	_____



Terracon Laredo Office
615 Gale Street
Laredo, TX 78041

Phone: (956) 284-0797
Fax: (956) 284-0791

www.terracon.com

Terracon

RFQ # 2020-006

Environmental Consultant for Webb
County Property

March 23, 2020 @ 10:00am



WEBB COUNTY

Environmental

Facilities

Geotechnical

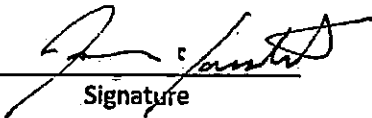
Materials



Proposer Information

Name of Company: Terracon Consultants, Inc.
Address: 615 Gale St.
City and State Laredo, Texas 78041
Phone: 210-852-2476
Email Address: Joe.Lambert@terracon.com

Signature of Person Authorized to Sign:



Signature
Joe Lambert

Print Name
Principal

Title

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

Corporation

3/20/2020
(Date)

Note:

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

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

**RFQ # 2020-006
"Environmental Consultant for Webb County Property"**

Proposer Information

A minimum of five (5) references with whom the firm has performed substantially similar services described in this document.

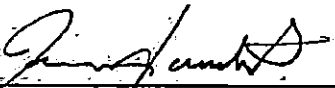
Conflict of Interest form (Form CIQ)

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 authorized to sign RFQ

3/20/2020

Date



A. Firm must demonstrate extensive knowledge of indoor air quality testing.

TERRACON COMPANY PROFILE

Terracon is permanently established to conduct business in Laredo, Webb County, Texas. The Laredo office, located at 615 Gale Street, Bldg. B., Laredo, Texas 78041, has been in operating since 2000. Currently, we have a staff of 6 in our Laredo office including 2 Professional Engineers (PE) and 2 Engineers In Training (EIT). We can draw from our staff of 125 in San Antonio, which includes 12 P.E.s and 4 Professional Geologists (PG), licensed in the State of Texas, for supplemental help as needed. We can also draw resources from Austin, Houston, Pharr or any of our 140 offices located in various states.

Our Goal:

**To help you deliver
a project that you
can be proud of
tomorrow and 30
years from now.**

With over 55 years of proven success, we deliver quality, responsive and cost-effective services, regardless of project size or complexity. Terracon has provided geotechnical engineering and construction materials testing services in South Texas for more than 25 years and provides these services on thousands of projects each year. We continually strive to provide our services on a timely basis with consistently high value and attention to client needs. With over 21 years of proven local success, we deliver quality, responsive and cost-effective services, regardless of project size or complexity. With



these resources, Webb County can be assured that your projects will receive the prompt and professional attention they deserve. Terracon has demonstrated our commitment to providing professional services to Webb County since 2004. We continue to add staff and related resources (equipment and vehicles) to serve the needs of our Laredo clients. Our staff is very familiar with geologic conditions in Laredo, and we have worked with virtually all of the contractors in the area. We have a proven track record of successfully meeting the needs of municipalities by providing responsive, cost effective solutions.

LAREDO OFFICE

- Fully equipped office with approximately 6,000 square feet to test aggregates asphalt, soil, concrete mortar and grout.
- Compression machine for testing concrete, mortar and grout. Specimens are cured in water tanks in our 440 square feet curing room.
- Nuclear density gauges and sand cone equipment for use on soils and asphalt.
- Air meters to determine air content in concrete.
- Our Technicians wear company shirts that identify them with their names and drive clearly marked company pickups.
 - The Laredo office has 6 company trucks that are fully equipped with GPS tracking systems.
- Our technicians are equipped with cellular phones for dispatching purposes and for communications with clients. They can be contacted after hours and weekends.
- Our technicians are equipped with laptops for electronic data collection and reporting
- Floor profile measuring device (Face Dipstick).



- Hilti ferroscons that can identify conduits, rebar and tendons up to 12 inches deep in concrete.

The Terracon **San Antonio office** has a variety of specialized environmental equipment that is used for groundwater sampling, field screening, and site monitoring. Some examples of this equipment are as follows:

- | | |
|---|-----------|
| ▪ Peristaltic and Low flow groundwater sampling pumps | (3 units) |
| ▪ Pneumatic submersible bladder pump | (1 unit) |
| ▪ Heron H.01L Oil/Water Interface Probe | (2 units) |
| ▪ Water Level Meters (Various Models) | (4 units) |
| ▪ Troll Pressure Transducers | (2 units) |
| ▪ Grundfos Water Pumps and Control Boxes | (2 units) |
| ▪ Reel EZ Grundfos Pump | (1 unit) |
| ▪ Turbidity, pH Conductance, and Temperature Meters | (2 units) |

KNOWLEDGE OF GEOGRAPHICAL AREA

Terracon has served the Laredo community for approximately 20 years. Services for this project will be provided by personnel in our Laredo office with help, as needed, from our staff in San Antonio. **Any involvement by San Antonio personnel will be at no extra charge to Webb County.** Staff members in our Laredo and San Antonio offices include *licensed Texas engineers and scientists who have Master's and Bachelor's degrees in Civil Engineering, Geology, Environmental Science, Biology and Natural Science with specialization and experience in environmental, geotechnical, materials testing, and facilities services.* The Terracon team also includes *licensed Asbestos, Mold and Lead-based Paint Consultants, as well as Certified Industrial Hygienists.*

With over 50 years of proven success, we deliver quality, responsive and cost-effective services, regardless of project size or complexity. With these resources, Webb County can be assured that your projects will receive the prompt and professional attention they deserve.

In regard to our environmental capabilities, Terracon's staff has performed successfully on numerous projects for many types of clients, both public and private sector. Based on information provided by *Environmental Data Resources (EDR)*, a national provider of environmental database information, Terracon consistently ranks as number one in the nation for performing asbestos and lead abatement and ranked *Terracon number 60 on its Top 200 Environmental Firms list.* The Asbestos Services we regularly provide to our clients include the preparation of work plans/specifications for abatement, preparation of bids for abatement, the performance of air monitoring during abatement, as well as project management. We have the ability to respond in an expedited manner and can typically mobilize to a site within 24 hours. Negotiating the complexities of environmental issues can be challenging and time consuming. Terracon relies upon demonstrated knowledge of local conditions and regulations to deliver solutions that are timely, practical, and cost effective.

Terracon performs industrial hygiene and occupational safety services and is equipped to provide an array of air monitoring services to evaluate employee or personal exposure. Terracon has conducted hundreds of Indoor Air Quality (IAQ) surveys to evaluate classroom/workplace areas for Mold, Common Indoor Allergens, Particulate Matter, Volatile Organic Compounds (VOCs), and other air quality parameters. To assist with water intrusion conditions and mold-related problems, Terracon has a variety of automated spore trap sampling equipment and Infrared (IR) Cameras.



Terracon's professionals have a thorough understanding of local conditions and regulations and know how to effectively manage the potential risks presented by hazardous materials and chemical releases. In addition to working for hundreds of school district and private sector clients, our staff members routinely develop and implement environmental solutions that address municipal and state agency requirements. Terracon is fully experienced with developing Sampling and Analysis Plans, Health and Safety Plans, Soil Gas Surveys, and indoor/outdoor construction air monitoring programs.

From the most basic property assessment to complex industrial compliance issues, Terracon's services will be designed with Webb County in mind. We consistently blend goals and budgets with sound technical knowledge to meet project objectives. By combining our national resources with specific local Laredo expertise, we are able to overcome obstacles and deliver the results that Webb County expects.

Terracon's professionals have a thorough understanding of local conditions and TCEQ regulations and know how to effectively manage the potential risks presented by hazardous materials and chemical releases. Terracon routinely develops and implements environmental solutions in support of local municipal departments and State agencies.

ENVIRONMENTAL CONSULTING SERVICES

Ambient Air Monitoring/Indoor Air Quality

We have conducted Indoor Air Quality (IAQ) surveys to evaluate workplace areas for Mold, Common Indoor Allergens, Particulate Matter, Volatile Organic Compounds (VOCs), and other air quality parameters. To assist with water intrusion conditions and mold-related problems, Terracon has a variety of automated spore trap sampling equipment and Infrared (IR) Cameras. Terracon utilizes a multi-disciplinary approach to assess and address the root causes of IAQ problems. Our industrial hygiene staff focuses on recognizing and evaluating potential hazards that can affect employees or occupants. We can also draw upon the expertise of our facilities engineering group to identify building deficiencies and operations that can indicate potential health concerns. Working together, these specialists can pursue the causes of complaints and provide practical recommendations to correct building-related IAQ problems.

"Terracon performed work in a very efficient and professional manner. I would not hesitate to retain Terracon for future projects and highly recommend their services."

Adrian Dominguez
Texas A&M International University,
Safety/Risk Manager

Terracon's Industrial Hygiene Team is one of the largest in the country and is comprised of the following:

- 20 Certified Industrial Hygienists (CIH)
- 10 Certified Safety Professionals (CSP)
- 40 Industrial Hygienists



Asbestos Inspections and Abatement Specifications

Terracon's inspectors perform surveys and collect samples of suspect asbestos-containing building materials (ACBM) in schools, commercial and municipal buildings. The asbestos surveys follow the guidelines established under the U.S. Environmental Protection Agency's (USEPA) Asbestos Hazard Emergency Response Act (AHERA) program, and as required by USEPA regulation 40 CFR Part 61, National Emissions Standards for Hazardous Air Pollutants (NESHAP). All Terracon inspectors are licensed and certified as required by federal and Texas regulations. Terracon has extensive experience in preparing plans and specifications for remedial actions including enclosure, encapsulation, and partial or complete removal. Terracon can also provide trained and certified technicians for air sampling during the abatement process.

"Terracon has provided exceptional asbestos sampling, abatement consulting services, Indoor Air Quality (IAQ) sampling, and fungal remediation consulting services."

Manuel D. Menchaca
United ISD, Director of Energy &
Environmental Management

Terracon is ranked by ENR as number one in the nation for performing Asbestos and Lead abatement. The asbestos services we regularly provide to our clients include the preparation of work plans/specifications for abatement, preparation of bids for abatement, the performance of air monitoring during abatement, as well as project management. We have the ability to respond in an expedited manner and can typically mobilize to a site within 24 hours. Negotiating the complexities of environmental issues at a school can be challenging and time consuming and Terracon has demonstrated an ability to meet challenging schedules on many projects conducted at education facilities, health care facilities and retirement communities.

Lead-Based Paint Risk Assessments and Inspections

Terracon's Risk Assessors and inspectors perform LBP risk assessments and inspections in accordance with state, the USEPA and/or the U.S. Department of Housing and Urban Development regulations. Inspections are performed in buildings utilizing X-ray fluorescence analyzer (XRF) to test painted surfaces in each sample location. XRF technology is a non-invasive, non-destructive means to determine presence of lead in paint, even in a painted surfaces several layers below the surface. Terracon has the expertise to also test surface dust, water, and bare soil for lead content by using one of two methods; bulk paint chip samples utilizing Atomic Absorption Spectrometry (AAS Flame) protocol or by sampling of Debris Waste from a Building Renovation or Lead Abatement Project for Analysis by Toxicity Characteristic Leaching Procedure (TCLP) testing for Leachable Lead.

Mold Assessments

Indoor Mold Assessments are performed in accordance with guidelines published by various agencies that include the Environmental Protection Agency (EPA), Occupational Safety and Health Act (OSHA), National Institute for Occupational Safety and Health (NIOSH), Centers for Disease Control (CDC), Texas Department of Health (TDH), and New York City guidelines. Terracon's environmental field staff meets 40 CFR 1910.120 OSHA medical monitoring, health and safety requirements.



Terracon has performed numerous indoor mold assessments with the purpose of identifying not only elevated levels of mold capable of causing adverse health effects in occupants, but also to identify potential environmental conditions in the structure capable of allowing for mold proliferation. Air sampling is performed in accordance with 770023 NIOSH – Analytical Method 0800 protocols and surface molds are identified by microscopic or viable analysis. Recommendations for correcting conditions and circumstances unique to a particular project that are identified as allowing for mold proliferation are compiled into a final report and submitted in a timely manner.

SAFETY

Safety is one of Terracon's core values and our commitment to an "Incident and Injury Free (IIF)" philosophy is one of the pillars of our culture. Successful execution and delivery includes the need to work safely and keep our employees and the public safe every day. Terracon is very much a safety-oriented company. We strive to build health and safety into all aspects of our business and into the thinking of our employees. The culture is continued further in our everyday work culture, with all meetings beginning with an IIF moment and safety discussion. Having these values will be a beneficial asset for Webb County.

Pre-Task Planning

Terracon views pre-task planning as the most proactive activity that we can do to maintain an Incident and Injury Free workplace. It is required from the very beginning when preparing a proposal and starting projects, as well as when we assign work and execute tasks throughout the day. Employees at all levels have the responsibility for ensuring Pre-Task Planning is done effectively. We ask all our employees prior to doing a task, to take time to review how you will do the task safely, determine if the work conditions are what you expected to do the job safely, and repeat Pre-Task planning prior to starting any new task. In addition, our project managers discuss and address site specific safety considerations and concerns on our projects with not only our project and field staff but also through regular communication with our clients and their project team so as to understand their safety concerns and requirements as well.



- B. Firm must demonstrate its applicable experience by listing at least five indoor air quality assessment projects completed within the last three (3) years.

PROJECT 1: United ISD Salinas Elementary School - Laredo, Texas

Dates: 9/2017 - Ongoing

Terracon was retained to provide a limited indoor air quality assessment for mold for what appeared to be organic growth that was identified on the undersides of some of the desks and other furnishings in Classrooms #8 – 23. The impacts did not appear to affect building materials. The cause of the proliferation had been attributed to elevated humidity in the indoor air, and adjustments to the air conditioning system have been implemented to address the problem. The impacted areas were less than twenty-five contiguous square feet and had reportedly been cleaned. UISD has requested our services to assess the air quality in these areas.

Terracon provided asbestos and lead-containing paint (LCP) inspection and consulting services at the above referenced location. The purpose of the survey was to identify, assess and quantify asbestos-containing materials (ACM) and LCP materials associated with the Salinas Elementary School Demolition. The scope of services was intended to meet state and federal requirements for asbestos inspection/abatement and lead inspection/remediation projects conducted prior to the renovation of public buildings.

Terracon is currently providing asbestos consulting services for the abatement phase of the project at the above referenced location. The scope of services is intended to meet state and federal requirements for asbestos abatement projects conducted prior to renovation/demolition operations in public buildings. The asbestos abatement work includes the removal of approximately 18,510 square feet of resilient floor tile and associated mastic, 13,300 square feet of ceramic tile mortar and black mastic, 200 square feet of stair tread mastic, 8 square feet of sink undercoating, and 15,400 square feet of moisture barrier from various locations at Salinas Elementary School. The asbestos-containing materials (ACM) were identified as part of an asbestos inspection conducted by Terracon. Terracon proposed to provide assistance in obtaining / reviewing asbestos abatement bids, pre-abatement (on-site) project meetings, provide air monitoring/inspection and project management services during abatement, and prepare project closeout documents following abatement operations.

REFERENCE CONTACTS:

United ISD

Enrique Rangel

Address: 3501 E. Saunders, Laredo, Texas 78043

Phone: 956-473-7935 | Email: erangel@uisd.net

PROJECT 2: City of Laredo, Santo Nino Community Center – Laredo, Texas

Dates: 2/2018 – 9/2018

Terracon was retained to provide a limited asbestos survey for the planned construction, renovation, etc., that would potentially impact suspect asbestos-containing material (ACM) ceramic tile mortar, moisture barrier, and miscellaneous materials at the Santo Nino Community Center.



Additionally, Terracon provided asbestos consulting services for the abatement phase of the project at the above referenced location. The scope of services intended to meet state and federal requirements for asbestos abatement projects conducted prior to renovation/demolition operations in public buildings. The work included the removal of approximately six hundred sixty-four (664) square feet of exterior black mastic moisture barrier beneath stucco from select areas of the Santo Nino Community Center. The asbestos-containing materials (ACM) were identified as part of an asbestos inspection conducted by Terracon. Terracon provided air monitoring/inspection and project management services during abatement, and prepared project closeout documents following abatement operations.

REFERENCE CONTACT:

City of Laredo

Rogelio Rivera

Address: 1110 Houston Street, Laredo, Texas 78040

Phone: 956-794 1754 | Email: rrivera@ci.laredo.tx.us

PROJECT 3: City of Laredo Vacant Structure – Laredo, Texas

Dates: 1/2017 – 6/2017

Terracon was retained to provide an asbestos survey of the structure located at 1602 Zaragoza Street. Interior and exterior building components (including the roof) were surveyed and homogeneous areas of suspect asbestos-containing materials (ACM) were visually identified and documented. Suspect ACM samples were collected in general accordance with the sampling protocols outlined in Environmental Protection Agency (EPA) regulation 40 CFR 763, The Asbestos Hazard Emergency Response Act (AHERA).

Additionally, Terracon provided asbestos abatement services consisting of confirming and documenting that asbestos abatement work was completed in accordance with the project technical specifications and applicable federal, state and local regulations; confirming that the ACM to be removed from the structure had been removed, and that post-abatement work surfaces were visually free of asbestos-containing debris; and performed final air clearance sampling of asbestos abatement work areas.

REFERENCE CONTACT:

City of Laredo

Arturo Garcia

Address: 1110 Houston Street, Laredo, Texas 78040

Phone: 956-795-2675 | Email: agarcia@ci.laredo.tx.us

PROJECT 4: United ISD Trautmann Elementary School located – Laredo, Texas

Dates: 12/2019 – 2/2020

Terracon was retained to provide a Limited Mold and Indoor Air Quality (IAQ) Assessment for specific locations at Trautmann Elementary School. The site consists of an approximately 30,000-square foot portion of below-grade classroom areas. The building was reportedly constructed in 1972 and the eastern classroom wing was added in the early 1980s. Interior wall systems in the assessed areas consist mainly of masonry block with limited use of drywall construction. Ceiling materials consist of suspended acoustic ceiling tiles in the majority of the



classroom areas. Flooring materials consist of vinyl tiles. The building heating and cooling system has a number of air handler units.

The objective of this assessment was to gather data and render an opinion regarding the presence or absence of potential microbial growth concerns in 12 below-grade classroom areas. In addition, dust samples were collected from four classroom locations and tested for obvious indicators of potential skin irritants and common allergens. Access to the areas assessed was provided by United Independent School District (UISD) personnel.

REFERENCE CONTACT:

United ISD

Lizette Zamora

Address: 3501 E Saunders S, Laredo, Texas 78041

Phone: 956-473-7917 | Email: lizamor49@uisd.net

PROJECT 5: UISD Service Center – Laredo, Texas

Dates: 11/2018 – 1/2019

Terracon was retained to provide limited indoor air quality (IAQ) assessment for the UISD service center. Non-regulated mold remediation activities were conducted in the area to be surveyed. The affected areas covered less than 25 contiguous square feet each. As a follow-up, UISD had requested air sampling for mold be collected from the area.

Terracon prepared a Fungal Remediation Protocol, performed the Post Remediation Verification (PRV) and conducted a Limited Asbestos Survey. Terracon conducted indoor air quality and tape (slide) lift sampling events in select areas at the UISD Service Center. The initial sampling, as well as limited visual observations, indicated fungal proliferation in a number of the office areas on the first floor of the western side of the building. The areas of concern are identified on a 1st Level Floor Plan provided by UISD as HVAC [South], Bldg. Trade Office [North - Mr. Livas' Office], Building, Trade Office [South], Electricity, Plumbing and Alarms that are in the same row of offices on the 1st Floor. UISD subsequently removed the bottom four feet of drywall from most of the walls in these areas. The initial PRV sampling event identified indications of concerns related to mold proliferation. Terracon developed a Fungal Remediation Protocol for the work that was to be performed.

The non-regulated fungal and moisture damage remediation consisted of the removal of the remaining gypsum board walls and ceilings in the office areas identified on the 1st Level Floor Plan.

Terracon collected 12 representative samples from the wall and ceiling materials that were anticipated to be disturbed during the fungal remediation activities. Asbestos containing materials were not identified in any of the samples.

REFERENCE CONTACT:

United ISD

Manuel D. Menchaca

Address: 3501 E Saunders S, Laredo, Texas 78041

Phone: 956-473-7930 | Email: mdmenchaca@uisd.net



- C. Firm must demonstrate its proposed team of qualified, experienced staff members that will be involved with this project. Proposed team members must have been involved in the projects outlined in Section B above. The firm must also demonstrate its capability to successfully execute the project without the employment of sub-consultants or outside team members.

All team members resumes that are included are the following pages were involved in the projects noted in Section B. Please refer to their resumes for additional information on their qualifications and project experience working on similar road projects for municipalities.

The scope of work that Webb County is requesting is precisely the scope of work that Terracon performs on a daily basis for many of our municipal clients. Our typical project duration ranges from a few days to many months, dependent upon our clients' needs. As a result, we are on a consistent cycle of working through and closing out our current projects making us ready for our next assignment. Our clients may assign us one site at a time, or they often assign us a portfolio of multiple sites. Multiple-site projects are generally made up of several small to medium-sized projects, with the Project Managers assigning staff as appropriate so that each project is staffed by qualified personnel trained for the requirements of that specific project. This business model has allowed Terracon to develop the capability to meet workload demands as we excel in our execution of projects such as those anticipated by Webb County.

Terracon assigns seasoned Project Managers to oversee work assignments such as those proposed by Webb County. These Project Managers are experienced and have demonstrated the ability to manage multiple jobs. They assist the client in identifying and resolving potential conflicts and assembly and material compatibility issues, thereby reducing change orders and warranty issues. The Project Managers are dedicated to serving the client's needs in a conscientious and ethical manner. Terracon's extensive resources are available for the successful performance of Webb County's need for Environmental Consulting Services.

Terracon is ready and eager to assist Webb County in achieving its goals by providing the following:

- **TEAM Approach** - Terracon proposes to function as an extension of Webb County's organization. This TEAM-oriented concept will allow us to interact with other outside firms as well as the Webb County. Terracon will act as a liaison between Webb County and the many architects, engineers, contractors and other professionals involved in the projects.
- **Staff Qualifications** – Terracon will supply qualified and certified professionals under the direct supervision of licensed Mold and Asbestos Consultants in the State of Texas for all Webb County projects. The primary charge of a Professional Engineer is to protect the public health, safety and welfare above all other interests, and we believe that Webb County shares this belief.
- **Staffing and Responsiveness** – Terracon will adjust the number of staff members assigned to the projects to correspond with Webb County's needs; however, Terracon will maintain continuity in our staff in order to preserve project knowledge and procedures



Joseph Lambert

PROGRAM MANAGER

PROFESSIONAL EXPERIENCE

Joe Lambert has over 38 years of professional environmental, remediation and analytical chemistry experience with specialized knowledge in environmental testing and chemical analysis. Mr. Lambert is located in Terracon's San Antonio office and has overseen hundreds of projects involving a wide range of assessment, monitoring and remediation services. These projects have included underground storage tank removals, subsurface plume delineations, worksite perimeter monitoring, oilfield cleanup, storm water runoff and erosion control, landfill gas monitoring, product recovery and groundwater remediation. Joe has provided technical expertise and oversight for Indoor Air Quality projects, Spill Prevention, Control and Countermeasures (SPCC) Plans, Phase I and Phase II Environmental Site Assessments, hazardous materials handling and disposal, spill containment and cleanup, as well as contaminated soil excavation and remediation. This work has required regulatory compliance in accordance with Texas Commission on Environmental Quality and Environmental Protection Agency protocols and has included the Innocent Owner/Operator Program (IOP), the Voluntary Cleanup Program (VCP) and the US EPA Brownfields Program.

PROJECT EXPERIENCE

United ISD Salinas Elementary School - Laredo, Texas

Project manager for the indoor air quality assessment for mold provided for desks and other furnishings in Classrooms #8 – 23 at Salinas Elementary School.

UISD Service Center – Laredo, Texas

Project Manager for the limited indoor air quality (IAQ) assessment, a Fungal Remediation Protocol and Post Remediation Verification (PRV) services provided for the UISd Service Center.

Texas A&M International University, Canseco Hall - Limited Mold Assessment – Laredo, Texas

Project Manager for the Limited Mold Assessment provided for Canseco Hall building. The scope included collection of non-viable air samples to evaluate indoor air for mold and a visual assessment of the general condition of the building materials at the time of the assessment.

Texas A&M International University, Cowart Hall - Limited Indoor Air Quality (IAQ) Assessment – Laredo, Texas

Project Manager for the Limited Indoor Air Quality (IAQ) Assessment provided at Cowart Hall. The objective of this survey was to gather data and render an opinion regarding the absence or presence of potential airborne mold concerns, as well as potential skin irritants and common indoor allergens in selected areas of the building. Twelve Bioparticulate samples were collected from various locations on the first and second floors of the building using spore trap media to identify mold types using microscopy techniques. Outdoor samples were also collected for comparison purposes. In addition, bulk dust samples were collected from three areas on the second floor and tested for indicators of potential skin irritants as well as common indoor allergens.

Education

Bachelor of Science, Natural Science, 1977, Miami University, Oxford Ohio.

University of Texas at El Paso, Graduate Studies program, Environmental Science and Geology, 1986-1988, completed 23 credit hours

Certifications

40 Hour OSHA Certificate and Refresher, current.

Certificate for conducting IAQ Investigations (American IAQ Council), 2000.

TDSHS Licensed Mold Assessment Consultant, License MAC1179

Affiliations

Air and Waste Management Association

American Indoor Air Quality Council Member

Work History

Terracon Consultant, Inc. Manager of Special Projects / Mexico 2009-Current

Terracon, Environmental Manager, 1998-2009.

Chemron Incorporated, Assistant Laboratory Manager/Quality Assurance Director, 1991-1998

Caleb Brett Incorporated, Regional Manager, 1981-1991



Cindy A. Baldwin, CIH CERTIFIED INDUSTRIAL HYGIENIST

PROFESSIONAL EXPERIENCE

Ms. Baldwin is an industrial hygienist at Terracon with over 36 years of experience in the comprehensive practice of industrial hygiene, asbestos-related issues, occupational safety, and related services. She has held positions in both the regulated community and as the environmental consultant serving industry. She has provided clients with professional, practical solutions in her field nationwide and in Canada.

Her work experience also includes environmental areas of SARA Title III, hazardous and solid waste management, National Pollutant Discharge Elimination System (NPDES), air emissions, and Phase I Environmental Site Assessments. Other experience involved two years of experience with transportation of regulated hazardous materials.

She has experience in identifying environmental, health and safety issues in the public and plant environments and thereafter developing and implementing appropriate corrective actions. These include air and employee exposure monitoring for a wide variety of contaminants. Other industrial services involve noise monitoring, evaluation of ergonomics or evaluation of other worker environments. Her services include development and implementation of programs to meet regulatory requirements and for client loss prevention. She has developed and delivered environmental health and safety training programs to clients ranging from small businesses to large Fortune 500 firms. Her training audiences have included diverse client labor work forces, including organized labor, all levels of management, and environmental, health and safety professionals. She has trained and worked closely with public officials.

Technical experience includes management of projects, performance of environmental assessments, and identification of health and safety hazards through audits in public and private sector establishments. Her knowledge of OSHA, NFPA, DOT, and EPA regulations is excellent, and she has had experience with OSHA and EPA/DNR inspections.

INDOOR AIR QUALITY INVESTIGATIONS

Served as project manager and conducted investigations of indoor air quality (IAQ) complaints, including evaluation of basic IAQ characteristics (carbon dioxide, carbon monoxide, temperature, humidity) and mold.

- Basic IAQ indicators – ESCO, Marion, Iowa; Pearson, Cedar Rapids and Iowa City, Iowa; Quad City Airport, Moline, Illinois; State Farm, Milwaukee, Wisconsin; Geneseo Telephone Company, Geneseo, Illinois; Genesis Medical Center, Bettendorf, Iowa; Intermec Technologies, Cedar Rapids, Iowa; Curves, Davenport, Iowa; Vera French Community Mental Health Center, Davenport, Iowa; Scott County, Davenport, Iowa
- Mold – Norwood Souvenir, Cedar Rapids, Iowa; Jorgensen Facilities Services, Cedar Rapids, Iowa; Yellow Book USA, Cedar Rapids, Iowa; RF Micro Devices, Cedar Rapids, Iowa; Albany Area Hospital, Albany, Minnesota; University of Dubuque, Dubuque, Iowa; Blackhawk College, Moline, Illinois; Intermec Technologies, Cedar Rapids, Iowa; GE Commercial Finance, Cedar Rapids,

Education

Master of Science, Environmental Health, Colorado State University, 1981

Bachelor of Science, Biology, Metropolitan State College, 1974

Certifications/Licenses

Certified Industrial Hygienist, Comprehensive Practice #3857

Licensed Industrial Hygienist, State of Illinois #232

Licensed Asbestos Inspector/Management Planner/Project Designer, Illinois ID #100-7020

Licensed Asbestos Inspector/Management Planner, Missouri license 7112091710MOIR12948/ 7112091710MOMR12948

Asbestos Abatement Project Designer, Iowa license 10-6568PD

Asbestos Inspector/Management Planner, Iowa license 10-6566I, 10-6567MP

40-Hour HAZWOPER

Affiliations

American Industrial Hygiene Association (AIHA), Diplomate Member

American Society of Safety Engineers (ASSE)

Work History

Terracon Consultants, Inc., Senior Industrial Hygienist, 2002-Present

Pointer Environmental, Inc., Senior Industrial Hygienist, 1997-2002

Beling Consultants, Project Manager, 1995-1997

Amana Refrigeration, Inc., Manager, Environmental Health and Safety, 1993-1995; Director, Occupational Health, 1984-1993



Will DeVeau ASBESTOS / MOLD CONSULTANT

PROFESSIONAL EXPERIENCE

Mr. DeVeau is the group manager for asbestos related activities in the Terracon's San Antonio office. Mr. DeVeau has experience in the daily operations involved in asbestos surveys and abatement activities. Mr. DeVeau currently performs initial asbestos survey's, asbestos abatement air monitoring, project management, and report preparation. Mr. DeVeau has experience in the daily operations involved in the section 106 review of the NEPA assessment, which includes FCC Tower Construction Notification Information, federal and state threatened and endangered species in Texas, and State Historic Preservation Office (SHPO) letters.

PROJECT EXPERIENCE

City of Laredo, Santo Nino Community Center – Laredo, Texas

Project Manager for a limited asbestos survey for the planned construction, renovation, etc., that would potentially impact suspect asbestos-containing material (ACM) ceramic tile mortar, moisture barrier, and miscellaneous materials at the Santo Nino Community Center.

City of Laredo Vacant Structure – Laredo, Texas

Project Manager for the limited asbestos surveys, asbestos abatement monitoring for the two-story vacant structure. Interior and exterior building components (including the roof) were surveyed.

City of Laredo Dept. of Community Development – Laredo, Texas

Project Manager for the limited asbestos surveys, asbestos abatement monitoring, asbestos abatement design and/or final close out reports for the following projects:

- Three (3) Crackdown Houses
- Courthouse Boiler Room #17

City of Laredo Fire Department – Laredo, Texas

Project Manager for the asbestos survey, prepared abatement plans and specifications, conducted on-site air monitoring and provided abatement project management.

City of Laredo Engineering Department - Laredo, Texas

Project Manager for the limited asbestos surveys, asbestos abatement monitoring, asbestos abatement design and/or final close out reports for the following projects:

- Fire Stations No. #1, #2, #3, #5, #6, #7, #8
- WIC Clinic

UISD Service Center – Laredo, Texas

Project Manager for a limited asbestos survey for the UISD service center building. Asbestos containing materials were not identified in any of the samples.

Education

Texas State University, 2003
Bachelor of Science in Resource & Environmental Studies

Certifications

TDSHS Licensed Asbestos
Consultant #105734

TDSHS Licensed Asbestos Air
Monitor #706369

TDSHS Licensed Asbestos Project
Manager #501233

TDSHS Licensed Asbestos
Inspector #602749

Asbestos Project Designer Basic
#0810-6084

TDSHS Licensed Mold Assessment
Consultant #MAC1173

NIOSH 582 Accreditation

40 hour OSHA Accreditation

Work History

Terracon Consultants, Inc
Environmental Scientist/Asbestos
Project Manager, 2006 – Present

AquaTech Laboratories, Lab & Field
Technician - 2004



Jonathan Guilbeau

ASBESTOS & MOLD INSPECTOR

PROFESSIONAL EXPERIENCE

Mr. Guilbeau has over six years of asbestos related work experience and is currently a staff scientist in Terracon's San Antonio, Texas office. Mr. Guilbeau is responsible for asbestos project management, asbestos inspections and asbestos air monitoring. He has conducted multiple comprehensive asbestos surveys throughout South Texas area. Mr. Guilbeau has experience working on asbestos abatement projects. Projects have consisted of commercial and industrial facilities as well as residential projects and as a result, he has gained an exceptional understanding of the asbestos industry.

PROJECT EXPERIENCE

City of Laredo, Vacant Two Story Apartment Structure on 1602 Zaragoza Street - Laredo, Texas

Project Manager. Conducted an asbestos survey of the structure located at 1602 Zaragoza Street in Laredo, Texas. The building is a two-story wood frame and masonry block structure atop a concrete slab-on-grade foundation. Interior and exterior building components (including the roof) were surveyed and homogeneous areas of suspect asbestos-containing materials (ACM) were visually identified and documented. Terracon concluded that Four (4) homogeneous materials sampled and analyzed as part of this survey were found to contain asbestos.

City of Laredo Department of Community Development, Vacant Residential Structure 1517 Washington Street - Laredo, Texas

Project Manager. Conducted an asbestos survey of the structure located at 1517 Washington Street in Laredo, Texas. The building is a one-story wood frame and masonry brick structure. Interior and exterior building components (including the roof) were surveyed and homogeneous areas of suspect asbestos-containing materials (ACM) were visually identified and documented. Terracon concluded that Six (6) homogeneous materials sampled and analyzed as part of this survey were found to contain asbestos.

Fort Sam Houston, Building 1348 – San Antonio, TX

Field scientist for the asbestos inspection and asbestos abatement monitoring services performed for the FSH Privatized Army Lodging at building 1384 to document the removal of the previously confirmed asbestos-containing materials (ACM) and monitor air quality in accordance with regulatory guidelines and project specifications.

Building 7360 at Lackland AFB – San Antonio, Texas

Mold Assessment Consultant for an ACM survey, a lead-containing paint (LCP) survey and a visual hazardous building materials assessment to establish asbestos content, lead levels, and environmental hazards present in the building materials associated with two story Building 7360 located at JBSA Lackland for planned repairs and renovations. Survey activities consisted of visual and physical assessment, sample collection and documentation.

Education

B.S., University of Louisiana at Lafayette, 2008

Licenses

TDSHS Asbestos Project Manager (License No. 501740)

TDSHS Asbestos Air Monitor Technician (License No. 706891)

TDSHS Asbestos Inspector (License No. 603532)

TDSHS Licensed Mold Assessment Consultant, License MAC1414

Certifications

40 hour OSHA Accreditation

Work History

Terracon Consultants, Inc., Environmental technician, 2014-Present



Gabriel A. Gonzalez

ASBESTOS & LEAD INSPECTOR

PROFESSIONAL EXPERIENCE

Mr. Gonzalez has over 11 years of asbestos related work experience and is currently an Environmental Technician in Terracon's San Antonio, Texas office. Mr. Gonzalez has conducted air monitoring service, as well as limited and comprehensive asbestos surveys throughout the South Texas area. Mr. Gonzalez has extensive experience working on asbestos abatement projects. Projects have consisted of commercial and industrial facilities as well as residential projects and as a result, he has gained an exceptional understanding of the asbestos industry.

His environmental career began as a Asbestos Abatement Worker until becoming an Asbestos Project Manager, Asbestos Inspector and Asbestos Air Monitoring Technician. Mr. Gonzalez has also performed work in the mold remediation field, with roles in assessing indoor air quality in office buildings and residential structures.

PROJECT EXPERIENCE

La Mar Middle School- Laredo Texas

On Site field project manager for abatement and air monitoring for the demolition of (7) buildings approximately 17,500 linear feet.

Kelly Field Annex - San Antonio, Texas

On-site asbestos and lead Inspector for interior and exterior building components in the path of a (3) story planned renovation. Planned renovation areas were surveyed and homogeneous areas of suspect asbestos-containing materials (ACM) and lead-containing paint was visually identified and documented.

Dry Cleaners – San Antonio, Texas (client is confidential)

On-site field project manager for the asbestos and lead-containing paint survey to facilitate the assessment of the demolition of (5) buildings. Thirty-seven (37) of the homogeneous materials sampled and analyzed in this study was found to contain asbestos.

Zion Lutheran Church – San Antonio, Texas

On-Site field project manager providing asbestos inspection and sampling to identify the presence and location of accessible non-friable asbestos containing materials (ACM) present in the area scheduled for renovation/demolition. Approximately 2,440 linear feet of asbestos-containing exterior sheathing seam mastic materials was abated at the building.

US Army: Ft. Bliss, El Paso, Texas - 2010-2014

On-site field project manager as well as mold technician for various projects performed on multiple ARMY buildings.

El Paso City Hall -- El Paso, Texas

Asbestos Inspector for the 10-story City Hall building. Collected bulk samples of suspect ACM and assisted with all paper work and sample handling.

Education

Medical Assistant, Career Centers of Texas at El Paso

Licenses

TDSHS Asbestos Project Manager (License No. 501458)

TDSHS Asbestos Air Monitor Technician (License No. 706587)

TDSHS Asbestos Inspector (License No. 603052)

Lead Risk Assessor (License No. 2071064)

Certifications

40-Hour HAZWOPER

Work History

Terracon Consultants, Inc., Environmental technician, 2014- Present

Sun City Analytical Inc., Field Technician, 2010-2014

Border Demolition, Asbestos Abatement Worker, 2013, 2008-2009

Apex Technical Services Inc., Field Technician, 2012

E. R. I., Asbestos Abatement Worker, 2009-2010

Alamo 1, Asbestos Abatement Worker, 2009



Carlos Campos

ASBESTOS & MOLD INSPECTOR

PROFESSIONAL EXPERIENCE

Mr. Campos has over three years of asbestos related work experience and is currently an Environmental Technician in Terracon's San Antonio office. Mr. Campos has conducted air monitoring service, as well as limited and comprehensive asbestos surveys throughout the South Texas area. Mr. Campos has experience working on asbestos abatement projects. Projects have consisted of educational and public facilities as well as residential projects and as a result, he has gained an exceptional understanding of the asbestos industry.

PROJECT EXPERIENCE

Mr. Campos was the environmental technician for the limited asbestos survey and/mold assessment services provided on the following projects:

- Seguin Public Works Facility – Seguin, TX
- North Creek Plaza Old Navy – Laredo, TX
- Alamo Quarry Market Old Navy - San Antonio, TX
- Luna Flats - San Antonio, TX
- Chick-fil-A - #02587 -San Antonio, TX
- McDonald's - Luling, TX
- Proposed Chick-fil-A #02249 – Laredo, TX
- Restaurant Space Suites 29, 30, and 31 – Laredo, TX
- Morningside Minisitres Retirement Home (Powell Building - Kitchen & Dining Areas) - San Antonio, TX
- Commercial Office Building -San Antonio, TX
- SAHA Parkview Apt - San Antonio, TX
- Kleberg County Courthouse District Attorney's Office – Kingsville, TX
- Edison High School, Secondary Gym - San Antonio, TX
- VIA CDC / Police Station Consulting - San Antonio, TX
- Texas Armoring Facility - San Antonio, TX
- Sprouts #119 - Corpus Christi, TX
- UISD Administration Building, Boardroom/ Mechanical/ Adjacent Mechanicals - San Antonio, TX
- Project Alligator - Corpus Christi, TX
- 2.433-Acre Tract - Karnes City, TX
- 818 Ogden Street - San Antonio, TX
- Residential Structure and Out-Building – Converse, TX
- Medina Annex Water Tower Demolition – Medina, TX
- Proposed Raising Cane's #476 - San Antonio, TX
- Huebner Oaks Old Navy #5777 - San Antonio, TX

Education

Bachelor of Science, Texas A&M
Corpus Christi, 2017

Licenses

TDSHS Asbestos Project Manager,
#501853

TDSHS Asbestos Air Monitor
Technician, #707018

TDSHS Asbestos Inspector,
#603746

Certifications

40-Hour HAZWOPER

Work History

Terracon Consultants, Inc.,
Environmental technician, 2017-
Present

Terracon

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Laredo, TX 78041

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CERTIFICATE OF LIABILITY INSURANCE

1/1/2021

DATE (MM/DD/YYYY)

12/20/2019

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	PHONE (ASC, Not)	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED 1312891 TERRACON CONSULTANTS, INC. 10841 S. RIDGEVIEW ROAD OLATHE KS 66061	INSURER A: Lexington Insurance Company	19437
	INSURER B: Travelers Property Casualty Co of America	25674
	INSURER C: The Travelers Indemnity Company	25658
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES (TERCOD) CERTIFICATE NUMBER: 13881552 REVISION NUMBER: XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIAB <input checked="" type="checkbox"/> XCL COVERAGE GENL AGGREGATE LMT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJ. IJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	N	N	TCUJ-GLSA-3118L293	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/CP AGG \$ 4,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	TCUJ-CAP-131J3858	1/1/2020	1/1/2021	COMBINED SINGLE LMT (Per accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXX BODILY INJURY (Per accident) \$ XXXXXXX PROPERTY DAMAGE (Per person) \$ XXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> CED <input type="checkbox"/> RETENTION S	N	N	ZUP-91M46583 (EXCLUDES PROF. LIAB.)	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C/B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	TCUJUB-6N12541-0 (AOS) TRX-OB-6N32384-6 (AZ,MA,W)	1/1/2020 1/1/2020	1/1/2021 1/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> SER-EE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LMT \$ 1,000,000
A	<input checked="" type="checkbox"/> PROFESSIONAL LIABILITY	N	N	26030216	1/1/2020	1/1/2021	\$1,000,000 EACH CLAIM & \$1,000,000 ANNUAL AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 PROOF OF COVERAGE. THE UMBRELLA LIABILITY IS FOLLOW FORM OVER THE GENERAL LIABILITY, AUTO LIABILITY, AND EMPLOYER'S LIABILITY PER THE POLICY TERMS, CONDITIONS, AND EXCLUSIONS.

CERTIFICATE HOLDER 13881552 SPECIMEN	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE:

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CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Terracon Consultants, Inc.

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

N/A

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No N/A

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No N/A

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 
Signature of vendor doing business with the governmental entity

3/20/2020
Date

CERTIFICATION
REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY
EXCLUSION FOR COVERED CONTRACTS

PART A.

Federal Executive Orders 12549 and 12689 require the Texas Department of Agriculture (TDA) to screen each covered potential contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor must also screen each of its covered subcontractors.

In this certification "contractor" refers to both contractor and subcontractor; "contract" refers to both contract and subcontract.

By signing and submitting this certification the potential contractor accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the potential contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, or the TDA may pursue available remedies, including suspension and/or debarment.
2. The potential contractor will provide immediate written notice to the person to which this certification is submitted if at any time the potential contractor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract", "debarred", "suspended", "ineligible", "participant", "person", "principal", "proposal", and "voluntarily excluded", as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. Usage is as defined in the attachment.
4. The potential contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it will not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, and/or the TDA, as applicable.

Do you have or do you anticipate having subcontractors under this proposed contract?

Yes

No

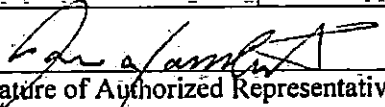
5. The potential contractor further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts" without modification, in all covered subcontracts and in solicitations for all covered subcontracts.
6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must, at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.
7. Nothing contained in all the foregoing will be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts authorized under paragraph 4 of these terms, if a contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, Department of Health and Human Services, United States Department of Agriculture, or other federal department or agency, as applicable, and/or the TDA may pursue available remedies, including suspension and/or debarment.

**PART B. CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS**

Indicate in the appropriate box which statement applies to the covered potential contractor:

- The potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency or by the State of Texas.
- The potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the potential contractor must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

Name of Contractor	Vendor ID No. or Social Security No.	Program No.
Terracon Consultants, Inc.	42-1249917	RFQ 2020-006



Signature of Authorized Representative

3/20/2020

Date

Joe Lambert / Principal

Printed/Typed Name and Title of
Authorized Representative

CERTIFICATION REGARDING FEDERAL LOBBYING
(Certification for Contracts, Grants, Loans, and Cooperative Agreements)

PART A. PREAMBLE

Federal legislation, Section 319 of Public Law 101-121 generally prohibits entities from using federally appropriated funds to lobby the executive or legislative branches of the federal government. Section 319 specifically requires disclosure of certain lobbying activities. A federal government-wide rule, "New Restrictions on Lobbying", published in the Federal Register, February 26, 1990, requires certification and disclosure in specific instances.

PART B. CERTIFICATION

This certification applies only to the instant federal action for which the certification is being obtained and is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with these federally funded contract, subcontract, subgrant, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. (If needed, contact the Texas Department of Agriculture to obtain a copy of Standard Form-LLL.)

3. The undersigned shall require that the language of this certification be included in the award documents for all covered subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all covered subrecipients will certify and disclose accordingly.

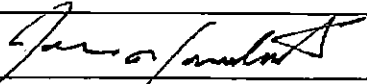
Do you have or do you anticipate having covered subawards under this transaction?

Yes

No

Name of Contractor/Potential Contractor	Vendor ID No. or Social Security No.	Program No.
Terracon Consultants, Inc.	42-1249917	RFQ 2020-006

Name of Authorized Representative	Title
Joe Lambert	Principal



Signature – Authorized Representative

3/20/2020

Date

PROOF OF NO DELINQUENT TAXES OWED TO WEBB COUNTY

Name Chuck Gregory, P.E. owes no delinquent property taxes to Webb County.

Terracon Consultants, Inc. owes no property taxes as a business in Webb County.
(Business Name)

Employee-owned owes no property taxes as a resident of Webb County.
(Business Owner)

Person who can attest to the above information

*** SIGNED NOTORIZED DOCUMENT AND PROOF OF NO DELINQUENT TAXES TO WEBB COUNTY.**

The State of Texas
County of Webb

Before me, a Notary Public, on this day personally appeared Chuck A. Gregory, know to me (or proved to me on the oath of Sr. Principal to be the person whose name is subscribed to the forgoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

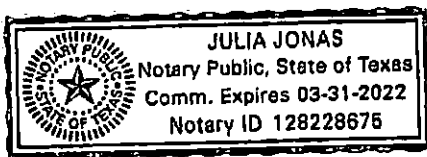
Given under my hand and seal of office this 18 day of March 2020.

Notary Public, State of Texas

Julia Jonas

(Print name of Notary Public here)

My commission expires the 31 day of March 2022



**WEBB COUNTY PURCHASING DEPT.
QUALIFIED PARTICIPATING VENDOR CODE OF ETHICS
AFFIDAVIT FORM**

STATE OF TEXAS *

KNOW ALL MEN BY THESE PRESENTS:

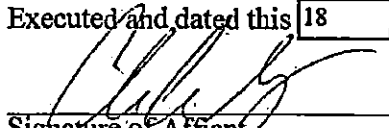
COUNTY OF WEBB *

BEFORE ME the undersigned Notary Public, appeared Chuck Gregory, P.E.
the herein-named "Affiant", who is a resident of Bexar County, State
of Texas and upon his/her respective oath, either individually and/or behalf of their
respective company/entity, do hereby state that I have personal knowledge of the following facts,
statements, matters, and/or other matters set forth herein are true and correct to the best of my
knowledge.

*I personally, and/or in my respective authority/capacity on behalf of my company/entity do hereby
confirm that I have reviewed and agree to fully comply with all the terms, duties, ethical policy
obligations and/or conditions as required to be a qualified participating vendor with Webb
County, Texas as set forth in the Webb County Purchasing Code of Ethics Policy posted at the
following address: <http://www.webbcountytexas.gov/PurchasingAgent/PurchasingEthicsPolicy.pdf>*

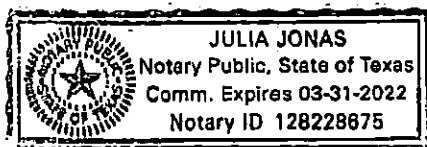
*I personally, and/or in my respective authority/capacity on behalf of my company/entity do hereby
further acknowledge, agree and understand that as a participating vendor with Webb County,
Texas on any active solicitation/proposal/qualification that I and/or my company/entity failure to
comply with the Code of Ethics policy may result in my and/or my company/entity disqualification,
debarment or make void my contract awarded to me, my company/entity by Webb County. I agree
to communicate with the Purchasing Agent or his designees should I have questions or concerns
regarding this policy to ensure full compliance by contacting the Webb County Purchasing Dept.
via telephone at (956) 523-4125 or e-mail to the Webb County Purchasing Agent to
joel@webbcountytexas.gov.*


Executed and dated this 18 day of March, 2020.


Signature of Affiant

Chuck A. Gregory, Terracon Consultants Inc.
Printed Name of Affiant/Company/Entity

SWORN to and subscribed before me, this 18 day March, 2020




NOTARY PUBLIC, STATE OF TEXAS