

MARGIE R IBARRA
COUNTY CLERK
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WEBB COUNTY, TEXAS

BY All DEPUTY

STATE OF TEXAS §

COUNTY OF WEBB §

**PROFESSIONAL SERVICES CONTRACT
WEBB COUNTY – ARDURRA GROUP, INC.
WATER/WASTEWATER MASTER PLAN**

This Contract is made and entered into in Laredo, Webb County, Texas between **Webb County**, a political subdivision of the State of Texas, hereinafter referred to as "County", and Ardurra Group, Inc., a foreign for-profit corporation, hereinafter referred to as "Consultant".

NOW THEREFORE, the parties agree as follows:

Consultant(s) represents that it is qualified, duly licensed, and practicing under the laws of the State of Texas, and capable of performing the services hereinafter set forth in connection with the above designated Project for Webb County.

I. General Provisions:

- A. Consultant shall NOT commence work on this Project until he has been thoroughly briefed on the scope of this Project and has been notified in writing to proceed.
- B. Consultant, in consideration of the compensation herein provided, shall render the services necessary for the development of the Project to final completion, including reports and special and general conditions or instructions as acceptable to County, or it's duly authorized representative and subject to the provisions of this Contract.
- C. The Consultant shall be represented by a registered professional architect and/or engineer licensed to practice in the State of Texas concerning the Project, including but not limited to scope of services meetings, staff review meetings, and meetings for acceptance of the project, and for permits subject to the approval of municipal, State, and federal agencies, where applicable. All documents submitted for review shall bear the seal of a registered professional architect and/or engineer.

II. Scope of Services:

The Consultant shall perform his obligations and the services necessary for the development of the project as described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein as if set out in full for all intents and purposes. The Scope of Services provides a description of tasks required to perform the project and is based on the understanding of County's desires and objectives for this project.

III. Materials:

Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.

IV. Personnel:

The Consultant represents that it has, or will secure at its own expense, all personnel and equipment required to perform the services for which it is responsible under this contract. Such personnel will not be employees of County.

V. Period of Performance:

- A. Whereas time is of the essence in the performance of this agreement the contract time for completion of the Work as set forth in Exhibit "A" is 12 months beginning October 1, 2022 and ending September 30, 2023. If upon review of the Work, corrections, modifications and/or alterations are required of Consultant; these items shall be completed by Consultant before the Work is accepted. Working days shall be charged for this period when changes are being made. However, if circumstances dictate, County may authorize extensions of the time should there be delays due to reasons beyond the control of Consultant. Such time extensions shall be equivalent to the amounts of delays incurred. Review time by County will not be charged against Consultant's contract time.
- B. The Consultant shall furnish upon completion of the work herein described in the "Scope of Services" **Five (5)** sets of deliverables of the project for distribution by the County, unless otherwise specified herein.

VI. Compensation and Payment:

- A. County shall pay and the Consultant agrees to accept payment for the performance of services as set forth in this Contract, a fee not to exceed **FOUR HUNDRED SIXTY THOUSAND SEVEN HUNDRED DOLLARS (\$460,700.00)**.
- B. The Consultant will submit to County, for services rendered, an itemized billing statement showing charges for such services accompanied by any additional documentation requested by County. These statements shall be sworn to be true and correct by the Consultant, or an officer or agent thereof, having knowledge of the facts set forth. The Consultant shall not include on these statements any item payable or chargeable under any other agreement with County. Consultant shall not be entitled to any compensation or expense reimbursement other than as set forth in this Agreement. County shall review each statement and approve it with modifications, if any, as it may deem appropriate. County agrees to pay each statement plus all amounts payable within 30 days after County approves it. Further, the approval or payment of each statement shall not be considered evidence of performance by the Consultant to the point indicated by such statement or of the receipt or acceptance by County of the work covered by the statement.
- C. Payments for completed phase, task or components of the Scope of Service are due and payable monthly on the basis of the Consultant's estimate of the percentage of completion of the phase or task.
- D. No payment request made under this clause shall exceed the estimated amount and value of the work and services performed by the Consultant under this Agreement. The Consultant shall prepare the estimates of work performed and shall supplement them with such supporting data as County may require.
- E. Upon satisfactory completion of the work performed under this Agreement, as a condition before final payment under this Agreement or as a termination settlement under this Agreement the Consultant shall execute and deliver to County a release of all claims against County arising under, or by virtue of, this Agreement, except claims which are specifically exempted by the Consultant to be set forth therein. Unless otherwise provided in this Agreement, by State law or otherwise expressly agreed to by the parties to this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall

not constitute a waiver of County's claims against the Consultant or its sureties under this Agreement.

- F. Final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of County's claims against the Consultant under this Agreement.

VII. Additional Services:

- A. All work performed by Consultant, which is either described in this paragraph or not included in the "Scope of Services" shall constitute additional services. These shall include:
 - i. Copies of final reports, studies, drawings and other data in excess of sets required herein.
 - ii. Services not otherwise included in this contract.
- B. CONSULTANT SHALL NOT PERFORM ANY WORK WHICH CONSTITUTES ADDITIONAL SERVICES UNTIL A CONTRACT AMENDMENT HAS BEEN APPROVED IN WRITING BY THE PARTIES AND CONSULTANT HAS RECEIVED WRITTEN AUTHORIZATION TO PROCEED FROM COUNTY.

Termination of Contract and/or Suspension of Work:

- A. Disputes.
 - i. County and Consultant agree to negotiate reconciliation of any dispute between them in good faith for a period of thirty (30) days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated as described below. If mediation is unsuccessful, then the parties may exercise their rights at law.
 - ii. Mediation: If the parties fail to resolve a dispute through negotiated reconciliation, Consultant and County agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them, arising out of or relating to this Agreement or the breach thereof (collectively "Disputes"), to mediation conducted by a mediator selected through mutual agreement of both parties. County and Consultant agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis and shall be completed within one hundred twenty (120) days. If such mediation is unsuccessful in resolving a Dispute, then (a) the parties may mutually agree to a dispute resolution of their choice, or (b) either party may seek to have the Dispute resolved by a court of competent jurisdiction.
- B. Termination:
 - i. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no such termination may be effected unless the other party is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party before termination.
 - ii. This Agreement may be terminated in whole or in part in writing by County for its convenience, provided that the Consultant is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with County prior to termination.

- iii. If termination for default is effected by County, an equitable adjustment in the price provided for in this Agreement shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the Consultant at the time of termination may be adjusted to cover any additional costs to County because of the Consultant's default.
- iv. If termination for default is effected by the Consultant, or if termination for convenience is effected by County, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the Consultant for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the Consultant relating to commitments which had become firm prior to the termination.
- v. Upon receipt of a termination action under paragraphs (i.) or (ii.) above, the Consultant shall (1) promptly discontinue all affected work (unless the notice directs otherwise), (2) proceed to cancel promptly all existing orders and contracts insofar as these orders or contracts are chargeable to this agreement. As soon as practicable after receipt of notice of termination, the Consultant shall submit a statement showing in detail the services performed under this agreement to the date of termination and deliver or otherwise make available to County within ten (10) calendar days copies of all data, design drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the Consultant in performing this Agreement, whether completed or in process.
- vi. Upon termination under paragraphs (i.) or (ii.) above, County may take over the work and may award another party an Agreement to complete the work under this Agreement.
- vii. If, after termination for failure of the Consultant to fulfill contractual obligations, it is determined that the Consultant had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of County. In such event, adjustment of the Agreement price shall be made as provided in iv. above.
- viii. Copies of all data, design drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the Consultant in performing this Agreement, whether completed or in process shall be delivered to County as a pre-condition to final payment.
- ix. Failure by the Consultant to comply with the submittal of data, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the Consultant in performing this Agreement as required above shall constitute a waiver by the Consultant of any and all rights or claims to collect monies that Consultant may rightfully be entitled to for services performed under this Contract.
- x. Upon the above conditions having been met, the County shall promptly pay the Consultant that proportion of the prescribed fee which the services actually performed under this Contract bear to the total services called for under this Contract less previous payments of the fee.

C. Right of County to Suspend Giving Rise to Right of Consultant to Terminate:

- i. County reserves the right to suspend this Contract at the end of any Phase for any reason

by issuing a signed, written notice of suspension (citing this paragraph) which shall take effect on the tenth day following receipt of said notice by the Consultant. The suspension notice will outline the reasons for the suspension and the anticipated duration of the suspension but will in no way guarantee the total number of days suspended.

- ii. The Consultant is hereby given the right to terminate this Agreement in the event that the County suspends this Contract. Consultant may exercise this right to terminate by issuing a signed, written notice of termination (citing this paragraph) to the County at any time after the effective suspension date. This termination shall be effective immediately upon receipt of said notice by the County.

D. Procedures Consultant to follow upon receipt of Notice of Suspension if issued by the County:

- i. Upon receipt of a notice of suspension and prior to the effective date of the suspension, the Consultant shall, unless the notice otherwise directs, immediately begin to phase-out and discontinue all services in connection with the performance of this Contract and shall proceed to promptly cancel all existing orders and contract insofar as such orders and contracts are chargeable to this Contract.
- ii. Consultant shall prepare a statement showing in detail the services performed under this Contract prior to the effective date of suspension.
- iii. Copies of all completed or partially completed studies, plans and specifications prepared under this Contract prior to the effective date of suspension shall be prepared for possible delivery to County but shall be retained by the Consultant until such time as Consultant may exercise the right to terminate.
- iv. During the period of suspension, Consultant shall have the option to at any time submit the above referenced statement to County for prompt payment of that proportion of the prescribed fee which the services actually performed under this Contract bear to the total services called for under this Contract, less previous payments of the fee.
- v. In the event that Consultant exercises his right to terminate at any time after the effective suspension date, within thirty (30) days after receipt by County of Consultant's notice of termination, Consultant shall submit (if he has not previously done so) the above referenced statement showing in detail the services performed under this Contract prior to the effective date of suspension.
- vi. Additionally, the above referenced copies of documents shall be delivered to County as a pre-condition to final payment.
- vii. Upon the above condition being met, County shall promptly pay the Consultant that proportion of the prescribed fee which the services actually performed under this Contract bear to the total services called for under this Contract, less previous payments of the fee.
- viii. Failure by the Consultant to comply with the submittal of the statement and documents as required above shall constitute a waiver by the Consultant of any and all rights or claims to collect monies that Consultant may rightfully be entitled to for services performed under this Contract.

IX. Consultant's Insurance and Warranty:

- A. Insurance: The Consultant shall procure and maintain insurance for protection from claims and workman's compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting there from.
- B. The Contractor shall provide and maintain, until the work covered in the contract is completed and accepted by the County of Webb, the minimum insurance coverages as follows:
- i. Commercial General Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations (\$1,000,000 products/completed operations aggregate), and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract.
 - ii. Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limit of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.
 - iii. Commercial Automobile Liability insurance at minimum combined single limits of 1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.
 - iv. Errors & Omissions coverage is be required for all services. The following conditions apply:
 - a. Professional Liability with minimum limits of \$1,000,000 or higher, depending on the type, size, and scope of services.
 - b. This coverage must be maintained for at least two (2) years after the project is completed. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of the contract (or earlier) must be maintained during the full term the contract.
- PLEASE NOTE: The required limits may be satisfied by any combination of primary, excess, or umbrella liability insurances, provided the primary policy complies with the above requirements and the excess umbrella is following-form. The Contractor may maintain reasonable and customary deductibles, subject to approval by the County of Webb.
- C. Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The County of Webb accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.
- D. A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence

basis, at limits of \$1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.

- E. With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:
- i. The County of Webb shall be named as an additional insured with respect to General Liability and Automobile Liability.
 - ii. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
 - iii. A waiver of subrogation in favor of the County of Webb shall be contained in the Workers Compensation, and all liability policies.
 - iv. All insurance policies shall be endorsed to require the insurer to immediately notify the County of Webb of any material change in the insurance coverage.
 - v. All insurance policies shall be endorsed to the effect that the County of Webb will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
 - vi. All insurance policies, which name the County of Webb as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
 - vii. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
 - viii. Contractor may maintain reasonable and customary deductibles, subject to approval by the County of Webb.
 - ix. Insurance must be purchased from insurers that are financially acceptable to the County of Webb.
- F. All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:
- i. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
 - ii. Shall specifically set forth the notice-of-cancellation or termination provisions to the County of Webb.
- G. Upon request, Contractor shall furnish the County of Webb with certified copies of all insurance policies.

H. Warranty: The Consultant warrants that he has not employed or retained any company or person other than a bona fide employee working solely for the Consultant to solicit or secure this contract, and that he has not for the purpose of soliciting or securing this contract paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach of this warranty, County shall have the right to terminate this contract under the provisions of VIII above.

X. Changes in Scope of Services:

County, may, from time to time, request changes in the Scope of Services to be performed by the Consultant hereunder and if such changes are agreed to by the Consultant, they shall be included as written amendments to this contract.

XI. Assigning of Contract:

A. County does not allow, permit, negotiate, authorize nor approve any assignment of contract proceeds between County, Consultant, and/or with a bank, lending institution or any type of financial institution either before, during or after a contract award.

B. County agrees to pay Consultant for specified services as stated in the agreed contract. County does not agree to pay any additional party either jointly or separately for the contract.

XII. Consultant's Responsibility & Liability:

A. Acceptance and approval of the final report(s) by the County Engineer shall not constitute nor be deemed a release of the responsibility and liability of the Consultant for the accuracy and competency of his report(s), or other documents and work performed under this contract. No approval or acceptance by or on behalf of the County shall be deemed to be an assumption of such responsibility by County for any defect, error, or omission in the said reports or other documents as prepared by the Consultant.

B. The Consultant further agrees to perform, at his sole cost and expense, any re-designs, required as a result of the Consultant's development of the designs, plans, specifications, or documents which are found to be in error.

XIII. Indemnification:

CONSULTANT SHALL AND DOES HEREBY AGREE TO INDEMNIFY AND HOLD HARMLESS COUNTY FROM ANY AND ALL DAMAGES, LOSS OR LIABILITY OF ANY KIND, WHATSOEVER, BY REASON, OF INJURY TO THIRD PERSON OCCASIONED BY ANY NEGLIGENT ACT, ERROR, OR OMISSION OF CONSULTANT, ITS OFFICERS, AGENTS, EMPLOYEES, OR OTHER PERSONS FOR WHOM CONSULTANT IS LEGALLY LIABLE, IN RENDERING OR FAILING TO RENDER PROFESSIONAL SERVICES WITH REGARD TO THE PERFORMANCE OF THIS CONTRACT. THE CONSULTANT WILL AT OWN COST AND EXPENSE DEFEND AND PROTECT COUNTY AGAINST ANY AND ALL SUCH CLAIMS AND DEMANDS. THE CONSULTANT'S LIABILITY TO COUNTY UNDER THIS PROVISION SHALL IN NO EVENT EXCEED THE AMOUNT OF THE TOTAL COMPENSATION RECEIVED BY THE CONSULTANT FOR SERVICES HEREUNDER.

XIV. Severability:

If for any reason, any one or more paragraphs of this contract are held invalid, such judgment

shall not affect, impair, or invalidate the remaining paragraphs of the contract but be confined in its operations the specific section, sentences, clauses, or parts of this contract held invalid and invalidity of any section, sentence, clause or parts of this contract in any one or more instance, shall not affect or prejudice in any way the validity of this contract in any other instance.

XV. Interest of Consultant:

The Consultant agrees that it has no interests, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract.

XVI. Independent Contractor:

Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of County, and are not entitled to benefits of any kind or nature normally provided employees of County and/or to which County's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees. In the performance of the work herein contemplated, Consultant is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, County being interested only in the results obtained.

XVII. Owner of Documents:

All documents including drawings, estimates, specifications, field notes and data will remain the property of the Consultant as instruments of service. However, it is to be understood that County shall have free access to all such information with the right to make and retain copies of drawings and all other documents including field notes and data. Any re-use without specific written verification or adaptation by Consultant will be County's sole risk and without liability or legal exposure to Consultant. Any such verification or adaptation may entitle Consultant to further compensation at rates to be agreed upon by County and Consultant.

XVIII. Equal Employment Opportunity/Minority Business Enterprise:

The Consultant agrees not to engage in employment practices which have the effect of discriminating against any employee or applicant for employment and will take affirmative steps to ensure that applicants and employees are treated during employment without regard to their race, color, religion, national origin, sex, age, handicap, or political belief or affiliation.

XIX. Political Interests in this Contract:

No employee of County shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom; provided, however, that this provision shall not be constructed to extend to this contract if made with a corporation for its general benefit.

XX. Force Majeure:

A. Consultant shall not be liable or responsible for, and those shall be excluded from the computation of the aforesaid period of time, any delays due to strikes, riots, acts of God, national emergency, acts of the public enemy, governmental restrictions, laws, or regulations, or any other causes beyond Consultant's reasonable control. Within thirty (30) days from the occurrence of any event for which time for performance by Consultant should be significantly extended under this provision, Consultant may give written notice thereof to County stating the reason for such extension and the actual or estimated time thereof.

- B. In the event either party invokes the preceding provision, this contract shall remain in force for a period which may reasonably be required for the completion of the project, including any extra work and required extensions thereto, unless discontinued as provided for elsewhere in this contract.

XXI. Miscellaneous Provisions:

- A. Integration. This Contract represents the entire and integrated Contract between County and the Consultant and supersedes all prior negotiations, representations or contracts, either oral or written.
- B. Amendment. This Contract may be amended only by written instrument signed by both County and Consultant.
- C. No rights created. Any other provision of this Agreement to the contrary notwithstanding, this Agreement shall not create any rights or benefits on behalf of any other person not a party to this Agreement, and this Agreement shall be effective only as between the parties hereto, their successors and permitted assigns.
- D. Certification Regarding Ineligibility to Receive Payment – Child Support. Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.
- E. Inconsistencies. Where there exists any inconsistency between this Agreement and other provisions of collateral contractual agreements that are made a part hereof by reference or otherwise, the provisions of this Agreement shall control.
- F. Law of Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be enforced in Webb County, Texas.
- G. Confidentiality. Any confidential information provided to or developed by Consultant in the performance of this 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.
- H. Headings. The headings used herein are for convenience of reference only and shall not constitute a part hereof or affect the construction or interpretation hereof.
- I. Waiver. The failure on the part of any party to exercise or to delay in exercising, and no course of dealing with respect to any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies provided herein are cumulative and not exclusive of any remedies provided by law or in equity, except as expressly set forth herein.
- J. Counterparts. This Agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same document.
- K. 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.

- L. Rule of Construction. The parties hereto acknowledge that each party and its legal counsel have reviewed and revised this agreement, and the parties hereby agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this agreement or any amendments or exhibits hereto.
- M. Notices. Any notice pursuant to this Agreement shall be given in writing by (i) personal delivery, or (ii) reputable overnight delivery service with proof of delivery, or (iii) United States Mail, postage prepaid, registered or certified mail, return receipt requested, or (iv) legible facsimile transmission sent to the intended addressee at the address set forth below, or to such other address or to the attention of such other person as the addressee shall have designated by written notice sent in accordance herewith, and shall be deemed to have been given either at the time of personal delivery, or in the case of expedited delivery service or mail, as of the date of first attempted delivery at the address and in the manner provided herein, or, in the case of facsimile transmission, as of the date of the facsimile transmission provided that an original of such facsimile is also sent to the intended addressee by any of the means described in clauses (i), (ii) or (iii) above. Unless changed in accordance with the preceding sentence, the addresses for notices given pursuant to this Agreement shall be as follows:

County:
Tano E. Tijerina
Webb County Judge
1000 Houston Street, 3rd Floor
Laredo, Texas 78040

Consultant:
Ardurra Group, Inc.
6010 McPherson Rd. Ste. 110
Laredo, Texas 78041

And

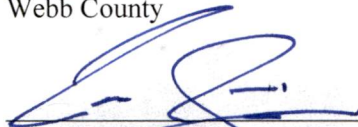
Leroy Medford
Webb County Administrator
1000 Houston, 2nd Floor
Laredo, Texas 78040

- N. Signatory Warranty. The undersigned signatory or signatories for the Consultant hereby represent and warrant that the signatory is an officer of the organization for which he or she has executed this contract and that he or she has full and complete authority to enter into this contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this contract.
- O. Incorporation of Recitals and Exhibits. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference for all intents and purposes, provided however that in the event of a conflict between this Agreement and its Exhibits, this Agreement shall control to the extent of such conflict.
- P. Effective Date. This agreement is effective as of October 1, 2022, even if any signatures are made after that date.

- Q. Immunity. Webb County does not waive or relinquish any immunity or defense on behalf of themselves, their trustees, commissioners, offices, employees and agents as a result of the execution of this Agreement and performance of the functions and obligations described herein.
- R. Execution of Documents. This Agreement may be executed in one or more counterparts, each of which shall be an original as against any Party who signed it, and all of which shall constitute one and the same document. Signatures to this Agreement may be transmitted by facsimile or electronic mail/DocuSign/Adobe Sign and such signatures, and true and correct copies thereof (including any copy on physical paper or electronically stored in .pdf, .tiff, .jpg, etc. formats), shall be deemed effective as original signatures.

IN WITNESS WHEREOF, County and the Consultant have executed these presents in duplicate originals.


County:
Webb County



Tano E. Tijerina
Webb County Judge

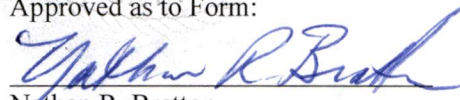
Date: 9/28/2022

ATTEST:



Margie Ramirez Ibarra
Webb County Clerk


Approved as to Form:



Nathan R. Bratton
General Counsel
Civil Legal Division*

*The General Counsel, Civil Legal Division's office, may only advise or approve contracts or legal documents on behalf Webb County, its client. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).

Consultant:
Ardurra Group, Inc.



Dan S. Leyendecker, P.E.
Regional Director

Date: 9/28/2022

Exhibit A
Scope of Work
Webb County 2022 Comprehensive
Water and Wastewater Master Plan

GOALS/OBJECTIVES:

- Provide a tool to assist Webb County to strategically plan and budget for future water and wastewater expansion based on projected growth and current regulations.
- Provide recommendations for water and wastewater system improvements in a phased approach.
- Complete the project under an expedited time frame

BACKGROUND:

- Webb County currently consists of approximately 2,000 connections and serves the communities of Rio Bravo, El Cenizo, Core Civic (Detention Center), G.E.O. (Detention Center), three UISD schools, and Step Academy for an approximately 6,600 customers.
- Webb County (Rio Bravo) WWTP was placed in service in 2006 with a TCEQ permitted discharge of 1.5 million gallons per day (MGD) average annual flow and a 3.45 MGD 2-hr peak flow.
Current daily average discharge flows are approximately 0.51 (MGD). The WWTP was built with a complete SCADA system that is currently out of service, requiring the plant to be operated manually. Garver Engineering is currently working on a project to address and restore deteriorated processes/equipment.
- Owner of Laredo is currently undergoing a major subdivision development north of Rio Bravo and is projecting 1,500 new lots and it is anticipated that development will take place in multiple phases. This development may require future water and wastewater plant expansions.
- Certificates of Convenience and Necessity (CCN) areas, CCN #12704 (water) and CCN #20807 (sewer), to include projections for a five (5), ten (10), twenty (20) and fifty (50) year growth plan.

KEY ASSUMPTIONS:

- Growth projections will be based on Texas Water Development Board (TWDB) Region M plan, the most up to date census data, as well as staff input on local growth

areas.

- Existing models for both the water and wastewater systems have been previously developed by Porras-Nance and will be used as the basis for the updated models.
- All modeling infrastructure needed such as waterlines, valves, hydrants, wastewater lines, manholes, lift stations and force mains is currently available in GIS format and/or the existing models.

TASK 1: PROJECT MANAGEMENT

The Engineer will manage and monitor the scope of work, project directory, communication protocols, schedule, budget, calendar, standards, and Quality Assurance/Quality Control procedures for the project. The Engineer will also coordinate and manage sub-consultants (if any), prepare and submit invoices, coordinate with the Owner's Project Manager and will prepare and distribute monthly progress reports. The Engineer's Principal-in-Charge and Project Manager will meet monthly with the Owner's Project Manager to discuss the status and progress of the project.

1.1. Kick-Off Meeting:

The Engineer will conduct a project kickoff meeting with representatives of County and Project Team. The purpose of this meeting will be to initiate the project and develop a working understanding of the following:

- Introduce Project Team
- Review project scope and objectives
- Review project schedule and milestones
- Identify information needed from the County
- Identify County contacts
- Establish communication protocol and project procedures
- Develop a project meeting schedule

1.2. Workshop Meetings

These meetings will be used to conduct technical workshops. The purpose of these meetings will be to present concepts and receive the County's opinions and comments. A maximum of four (4) workshop meetings are expected. The table below summarizes the anticipated workshop topics.

Topic of Workshop	Subject Matter
Population Projections	Review historical population data along with 5, 10, 20, and 50-

	year projects based on TWDB, census, and staff input
System Operations	Identify key operation strategies for each facility including pump stations, storage tanks, and lift stations
Review of Capacity Constraints	Review preliminary capacity constraints to receive Owner input and verify their concurrence based on experience.
Draft Recommendations	Review preliminary recommended improvements to receive Owner input, including approach to phasing the CIP

1.3. Monthly Client Updates

Engineer will conduct regular monthly meetings with the County and Project Team members, as appropriate, to address technical and administrative issues related to the project.

1.4. Stakeholder Meetings and Presentations

Owner will provide list of key stakeholders who will have the opportunity for input into the Master Plan. Initial list includes the following:

3,500 acre development with Master Plan
1,500 acre development north of Rio Bravo
City of Laredo (water system interconnect)
TxDOT
La Presa

1.5. Coordination with ARPA Project Manager

Coordinate with ARPA PM to determine funding requirements, timelines and suitability for any recommended projects.

1.6. Coordination with County’s consultant updating the existing tariff (cost/rate model)

Coordinate and meet with County’s rate model consultant to determine any potential rate impacts based on proposed CIP.

1.7. Invoicing and Project Status Reports

Monthly invoices will be submitted in accordance with standard Owner guidelines. Monthly Project Status Reports will be emailed to Owner with each invoice.

TASK 2: DATA COLLECTION

2.1. General Data

The Engineer will collect all available pertinent data associated with the water distribution, wastewater collection and treatment systems and assess it to ensure its accuracy and appropriateness for the modeling and master planning effort. This task includes but is not limited to the items below, and additional data might be collected and reviewed, as appropriate. The Engineer will prepare a data collection memo with the list of data needed which will assist Owner in their data gathering process. Coordinate with County staff, as appropriate, to collect pertinent available data associated with the service area including but not limited to the data shown below:

Growth hotspots
LIDAR/Contours/elevation data
Land use and/or census data
Past studies and reports
Construction plans
Rainfall data
GIS – parcels, roads, aerials, floodplains, etc

2.2. Water Data

Coordinate with County staff, as appropriate, to collect pertinent readily available data associated with the water system including but not limited to the data shown below:

Description	Duration or Timeframe
Service area (CCN) and # of connections	2022
Water production data at the WTP	3 yrs
Monthly Water consumption data in DB format	3 yrs
Daily water consumption data in DB format	1 yr
Water loss audit	Latest
Existing Water Model (Porras Nance)	2022
Water base maps and record drawings	2022
Pump curves	2022
Controls information (staff interviews)	2022
GIS – waterlines, hydrants, valves, meters, etc	2022
Historical water quality data for the WTP and distribution system	3 yrs

2.3. Wastewater Data

Coordinate with County staff, as appropriate, to collect pertinent readily available data associated with the wastewater system including but not limited to the data shown below:

Description	Duration or Timeframe
Service area (CCN) and # of connections	2022
Locations of on-site septic systems to be converted (if applicable)	2022
WWTP Effluent flow and quality data / MORs	3 yrs
TPDES Permit Requirements	2022
Existing Wastewater Model (Porras Nance)	2022
Wastewater base maps	2022
GIS – wastewater lines, manholes, cleanouts, lift stations, etc	2022
SSO Data	3 yrs
Lift Station record drawings and pump curves	2022
Pump control elevations	2022

TASK 3: POPULATION PROJECTIONS

3.1. Historical Population

Review and document historical population and growth trends. Calculate average capita per connection based on census data.

3.2. Growth Workshop

Meet with County personnel to discuss anticipated regions of future growth within the service area associated with the 5, 10, 20 and 50-year planning horizons. County will provide anticipated land use categories and any platting documents available.

3.3. Projections

Engineer will apply prorated population growth projections (from Texas State Data Center and/or the Texas Water Development Board) based on anticipated regions of future development for respective planning horizons.

3.4. Exhibits

Prepare exhibits in CAD/GIS showing the projected growth areas and their associated populations for each planning horizon period (excluding 50 yrs).

TASK 4: WATER MODEL UPDATE AND SYSTEM EVALUATION

4.1. Data Analysis and Validation

- 4.1.1. Evaluate water production and demand data to determine Average Annual Demands (AAD) and Max Day Demands (MDD) and Peak Hour Demands (PHD)
- 4.1.2. Evaluate historical water quality data to identify any trends and/or WQ challenges that should be addressed in the master plan
- 4.1.3. Calculate diurnal patterns for EPS model and/or peaking factors for steady state model.

4.2. Water Demand Projections

Engineer will combine growth and population projections with historical local demand data (and possibly some industry standards where appropriate) to develop water demand projections for each planning horizon (5, 10 and 20 yrs).

4.3. Existing System Inventory

Prepare system inventory tables summarizing key parameters for the following system infrastructure, including any operational strategies provided by the Owner. This information will be used to document the model inputs.

Rio Bravo Water Treatment Plant
Pump Stations and pump curves
Ground Storage
Elevated Storage
Transmission/Distribution lines
Pressure zones
Control Valves
Operational Strategies/Controls

4.4. Water System Model Update

Review existing model for any data gaps, opportunities for refinement, and to identify required updates. Determine whether existing scenarios are appropriate. Using the information collected in the previous tasks, input any missing, inaccurate or updated data into the model with a focus on pump curves, VFDs, controls and new infrastructure.

4.5. Water Model Calibration

4.5.1. Allocate demands

Utilizing the water consumption data previously determined, allocate the average day demands, along with the max day demand and peak hour demand peaking factors within the service area. Utilize latest available GIS parcel data provided by the Owner to allocate these flows within each service area to the nearest node and/or midpoint of the nearest line.

4.5.2. Scenario Creation

Create the appropriate modeling scenarios representing the AAD, MDD, and Peak 2hr demands for the existing system. All water scenarios will be steady state models representing one snapshot in time which is sufficient for capacity assessment and master planning.

4.5.3. Existing system calibration

Calibrate the modeling scenarios above to reflect the behavior of the existing system. This will be accomplished by adjusting flow allocation, pump curves and roughness factors in an iterative process until the modeled flows match the historical flows at the WTP and PSs.

4.6. Water System Analysis

4.6.1. Existing system analysis

Using the calibrated model along with the MDD and Peak 2-hr demands previously calculated, Engineer will evaluate the system performance and identify capacity constraints. The Engineer will determine these by analyzing velocities and pressures in the distribution system and will then prioritize capacity constraints based on those impacting the system greatest.

4.6.2. Future system analysis

The existing system model will serve as the basis for development of the future system models and will account for land use and growth trends. Appropriate assumptions will be made for the distribution system model with respect to future peaking factors. The future models will extend service to the anticipated land uses and service area boundaries identified previously, and integrate options for future alternatives.

- Allocate Future Flows

Create a modeling scenario for each planning horizon (5, 10, and 20 yrs) and, based on growth areas previously identified, allocate future demands for each planning horizon.

- **System Analysis**

Analyze models for the 5, 10 and 20 year planning horizon. Any capacity deficient infrastructure within the existing distribution system will be identified for each design year model.

- **System Alternatives**

Engineer will develop various preliminary system improvement alternatives to remedy potential capacity constraints. Alternatives will include direct removal and replacement of deficient lines, upsizing, paralleling deficient lines, additional pumping capacity, and additional storage. All improvements will be sized to mitigate the deficiency through the projected 20 year planning period. Evaluate system improvement alternatives in the model to determine most beneficial option.

4.7. Recommendations

All system deficiencies determined during the modeling analysis along with the recommended system improvements will be shown on figures/exhibits in the Master Plan Report. This will include any capacity related constraints at the WTP, pump stations, storage tanks, and transmission/distribution lines. It will also include identification of future water supply shortages or needs.

TASK 5: WASTEWATER MODEL UPDATE AND SYSTEM EVALUATION

5.1. Data Analysis and Validation

5.1.1. Evaluate WWTP effluent flow and quality data to determine Average Annual Flows (AAF), Max Month Flows, 2-hr Peak Wet Weather flows. Calculate the average water-to-wastewater factor for the system.

5.1.2. Evaluate historical WWTP quality data to identify any trends and/or WQ challenges that should be addressed in the master plan

5.2. Wastewater Flow Projections

Engineer will combine growth and population projections with historical local flow data (and possibly some industry standards where appropriate) to develop wastewater flow projections for each planning horizon (5, 10 and 20 yrs).

5.3. Existing System Inventory

Prepare system inventory tables summarizing key parameters for the following system infrastructure, including any operational strategies provided by the Owner. This information will be used to document the model inputs.

Rio Bravo Wastewater Treatment Plant
Lift Stations and pump curves
Collection system lines

5.4. Wastewater Collection System Model Update

Review existing model for any data gaps, opportunities for refinement, and to identify the required model updates. Determine whether existing scenarios are appropriate. Using the information collected in the previous tasks, input any missing, inaccurate or updated data into the model with a focus on pump curves, controls, flow lines, pipe slopes and new infrastructure. The updated model shall be an “all pipes model” which means that all gravity sewer lines will be included in the model. Where record drawings or data are unavailable, pipes will be assigned assumed slopes based on TCEQ minimums. The Engineer shall use LIDAR data or topographic data for all rim elevations. The hydraulic model shall incorporate a unique identifier for each asset, which the Engineer shall link with the County’s existing GIS mapping and data storage.

5.5. Wastewater Model Calibration

5.5.1. Allocate loads

Utilizing the water consumption data and the water to wastewater factor previously determined, calculate the existing dry weather wastewater loading rates within the service area, the average wastewater loads for each customer and the wet weather I/I rates for each gravity line. Utilize latest available GIS parcel data provided by the Owner to allocate the dry weather and wet weather loads within each service area to the nearest manhole and/or midpoint of the nearest gravity line.

5.5.2. Scenario Creation

Create the appropriate modeling scenarios representing the average dry weather flows and peak wet weather flows for the existing system. All wastewater scenarios will be steady state models representing one snapshot in time which is sufficient for capacity assessment and master planning.

5.5.3. Existing System Calibration

Calibrate the modeling scenarios above to reflect the behavior of the existing system. This will be accomplished by adjusting flow allocation, pump curves and I/I rates in an iterative process until the modeled flows match the historical flows at the WWTP.

5.6. Wastewater System Analysis

5.6.1. Wet Weather Design Storm

Analyze the peak treatment plant flows and determine the relationship with the rainfall data collected during the same time period. After calculating the percentage of rainfall entering the collection system, calculate the wet weather I/I flows for a 5 year – 24 hour design event. This will define the Peak Wet Weather Design Storm projected flows.

5.6.2. Existing system analysis

Engineer will use the calibrated model to determine the existing system flow capacities and identify capacity constraints during the Design Storm. The Engineer will also compare historical Wet-Weather SSO's with model predicted SSOs to verify any capacity constraints. Engineer will prioritize capacity constraints based on analysis of modeling results and historical records.

5.6.3. Future system analysis

The existing system model will serve as the basis for development of the future system models and will account for land use and growth trends. Appropriate assumptions will be made for the collection system model with respect to future I/I. The future models will extend service to the anticipated land uses and service area boundaries identified previously, and integrate options for future alternatives.

- **Allocate Future Flows**
Create a modeling scenario for each planning horizon (5, 10, and 20 yrs) and, based on growth areas previously identified, allocate future loads for each planning horizon.
- **System Analysis**
Analyze models for the 5, 10 and 20 year planning horizon. Any capacity deficient infrastructure within the existing collection system will be identified for each design year model.
- **System Alternatives**
Engineer will develop various preliminary system improvement alternatives to remedy potential capacity constraints. Alternatives will include direct removal and replacement of deficient lines, upsizing, pipe slope adjustment, paralleling deficient lines, addition of lift stations, service area transfers, and in some cases in-line and/or off-line storage options. All improvements will be sized to mitigate the deficiency through the projected 20 year planning period and wet weather design storm (5 year 24 hour assessment rainfall event). Evaluate system improvement alternatives in the model to determine most beneficial option.

5.7. Recommendations

All system deficiencies determined during the modeling analysis along with the recommended system improvements will be shown on figures/exhibits in the Master Plan Report. This will include any capacity related constraints at the WWTP, lift stations, force mains, and gravity lines.

TASK 6: COST ESTIMATES AND CAPITAL IMPROVEMENTS PLAN

6.1. Project Cost Estimates

For each recommended alternative, a planning-level opinion of probable construction cost will be developed. The planning-level construction estimates will be based on recent bid tabulations, industry pricing trends and supplemented with unit bid prices

from other local area governmental agencies, if applicable. The costs will be based on the materials of construction, quantities, cost escalation factors tied to the schedule, and will also include administrative fees, engineering fees, and planning contingencies.

6.2. Capital Improvement Plan (CIP)

Once the project estimates are completed, they will be prioritized and phased into a 20 year CIP based on available funding.

TASK 7: ALTERNATIVE FUNDING SOURCES AND RATE IMPACTS

Engineer will provide an overview of the various funding alternatives that includes the advantages and disadvantages of each type of funding along with recommendations on the options the County should pursue for these projects. The evaluation will include, but may not be limited to, the following alternatives.

County subsidies
Impact fees
Water availability fees
Developer participation agreements
Loans/grants

Coordinate with the County's rate consultant to identify any rate impacts associated with the recommendations.

TASK 8: WATER & WASTEWATER MASTER PLAN REPORT

8.1. Outline

Section	Description
Executive Summary	Purpose and scope of the MP. Summary of key components of each section.
Introduction	Detailed description of purpose, scope and background information such as previous master plans/modeling.
Service Area and Populations	Description of existing service areas, land use and hot spot growth areas. Review of historical growth and population/land use projections by TWBD with potential modifications based on input from staff.
Water Demands & Wastewater Flows	How the population projections will impact future water demands and wastewater flows for the estimated future service area. Include discussion on RDII.
Water Supply Analysis	Develop planning level water supply projections over the next 50 yrs. in 10 yr. increments.
Water Quality Analysis	Review of regulatory requirements, historical data, and challenges associated with maintaining compliance.
Existing Water System	Discussion on existing water system inventory, including supplies, plants, pump stations, storage, and lines. Identify historical water losses.
Water Model Update and Calibration	Discussion on model updates, field testing, demand allocation, and operating conditions. Include information on steady-state model, calibration data and calibration results of existing system.
Water System Analysis	Analysis of water supply, water treatment, storage, pumping, hydraulic capacity in 5, 10 and 20yr increments. Review of TCEQ requirements and emergency power needs.
Water System Improvements	Recommended water system improvements
Existing Wastewater System	Discussion on existing wastewater system inventory, including the WWTP, lift stations, and lines. Identify TPDES discharge permit requirements, permitting challenges and historical SSO data..
Wastewater Model Update and Calibration	Discussion on metered data evaluation, model updates, and load allocation. Include info on purpose of steady-state model, dry and wet weather calibration data, and calibration of existing system.
Wastewater System Analysis	Discussion on design storm scenario 5yr.-24hr. Analysis of wastewater treatment, pumping and hydraulic capacity in 5, 10 and 20yr increments. Review of TCEQ requirements and emergency power needs.
Wastewater System Improvements	Recommended wastewater system improvements
Cost Estimates and CIP	Provide project cost estimates and CIP development in 5, 10 and 20yr. increments.
Alternative Funding Sources and Rate Impacts	Review and evaluation of the potential alternative funding sources for the CIP and ultimately how the CIP will impact rates.
Conclusion	Discussion on key findings, and future updates.
List of Tables List of Figures List of Abbreviations List of Definitions	
Appendices	Pump Curves and Operational Strategies Diurnal Curves Calibration Curves Cost Estimates/CIP

Project Timeline:

Task	Duration (months)	Start Month	End Month
1. Project Management	12	0	12
2. Data Collection and Analysis	2	0	2
3. Water System Evaluation	6	2	8
4. Wastewater System Evaluation	6	2	8
5. Cost Estimating and CIP	2	7	9
6. Alt Funding Sources and Rate Impacts	2	7	9
7. Water & Wastewater Master Plan Report	3	9	12
TOTAL	12	0	12

Items not included in Master Planning effort:

- Deed and easement records
- Facility maintenance requirements
- Benchmarking with other utilities
- Wastewater flow and rainfall metering (typically used for calibrating sub-basin flows)
- Condition assessment of existing facilities
- Topographic survey for verifying critical elevations
- Extended Period Simulation models

Fees:

A. Summary of Fees

BASIC SERVICES		
TASK 1	PROJECT MANAGEMENT	
	CLIENT UPDATES, MEETINGS, AND COORDINATION	\$ 40,520
	STAKEHOLDER ENGAGEMENT AND WORKSHOPS	\$ 63,840
TASK 2	DATA COLLECTION & REVIEW	\$ 50,920
TASK 3	POPULATION PROJECTIONS	\$ 24,040
TASK 4	WATER MODEL UPDATE AND SYSTEM EVALUATION	\$ 60,700
TASK 5	WASTEWATER MODEL UPDATE AND SYSTEM EVALUATION	\$ 90,100
TASK 6	COST ESTIMATING AND CAPITAL IMPOROVEMENT PLAN	\$ 39,500
TASK 7	ALTERNATIVE FUNDING SOURCES AND RATE IMPACTS	\$ 25,400
TASK 8	WATER & WASTEWATER MASTER PLAN REPORT	\$ 65,680
	<i>TOTAL</i>	<i>\$ 460,700</i>