

2023 JUN -1 PM 3:30

WEBB COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF WEBB §

PROFESSIONAL SERVICES CONTRACT
WEBB COUNTY – ARDURRA GROUP, INC.
WATERLINE EXTENSION DESIGN

BY All DEPUTY

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 its 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. Subcontractor(s)/ Subconsultant(s) and Personnel:

- A. Consultant designates the following subconsultants:
 - i. Valdez Engineering (VE) – Waterline Design
 - ii. GDJ Engineering (GDJ) – Planning
 - iii. Rock Engineering and Testing Laboratory (RETL) – Geotechnical Engineering

iv. AmaTerra – Environmental

- B. The Consultant shall have sole responsibility for the management, direction, and control of each Subconsultant and shall be responsible and liable to County for the satisfactory performance and quality of work performed by Subconsultants under the terms and conditions of this Agreement. The Consultant shall include all the applicable terms and conditions of this Agreement in each Subconsultant Agreement between the Consultant and Subconsultant, and provide the County with a copy of each Subconsultant Agreement prior to the Subconsultant beginning work. No other Subconsultant shall be used by the Consultant without prior written consent by the County.
- C. The Consultant shall, upon requiring the services of various sub-consultants, be responsible for the integration of all sub-consultants' work into the documents and for all payments to such sub-consultants out of the lump sum fee agreed to unless otherwise provided for herein. Services rendered by the Consultant in connection with the coordination of any such sub-consultants or other personnel services shall be considered within the scope of the basic contract and no additional fee will be due the Consultant for such work.
- D. 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 May 22, 2023 and ending May 21, 2024. 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 **Two million Twenty-Nine Thousand Forty-Four Dollars (\$2,029,044.00)**.
- 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. 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.

VIII. 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 Consultant 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 Consultants 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. Umbrella Liability Insurance at a minimum combined single limit of \$2,000,000 per occurrence for bodily injury and property damage. (The limit may be adjusted upward depending on the size of the project.) The Umbrella Liability Insurance shall be applicable to all required coverages except professional liability.
 - v. Errors & Omissions coverage is be required for all services. The following conditions apply:
 - a. Professional Liability with minimum limits of \$5,000,000 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 Consultant may maintain reasonable and customary deductibles, subject to approval by the County of Webb.

- C. Any Subcontractor(s)/Subconsultant(s) hired by the Consultant shall maintain insurance coverage equal to that required of the Consultant. It is the responsibility of the Consultant to assure compliance with this provision. The County of Webb accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor/Subconsultant(s).
- 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, Consultant 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. Consultant 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, Consultant 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:**
ENGINEER AGREES TO DEFEND, INDEMNIFY AND HOLD OWNER, ITS OFFICERS, AGENTS, AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY ENGINEER'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, OR BY ANY NEGLIGENT

ACT OR OMISSION OF ENGINEER, ITS OFFICERS, AGENTS, ASSOCIATES, EMPLOYEES, OR SUBCONSULTANTS, IN THE PERFORMANCE OF THIS CONTRACT; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR FAULT OF OWNER, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRENT NEGLIGENCE OF BOTH ENGINEER AND OWNER, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE OWNER UNDER TEXAS LAW AND WITHOUT WAIVING ANY GOVERNMENTAL DEFENSE OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES TO THIS CONTRACT AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. THIS PROVISION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

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 Consultant:

Consultant, in the performance of this Agreement, shall be and act as an independent consultant. 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 consultant 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

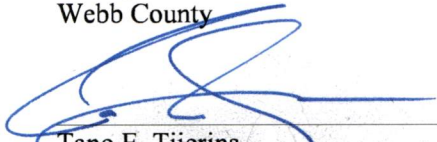
- N. **Signatory Warranty.** The undersigned signatory or signatories for the Consultant hereby represent and warrant that the signatory is an officer of the organization for which he or she has executed this contract and that he or she has full and complete authority to enter into this

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 May 22, 2023, 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.

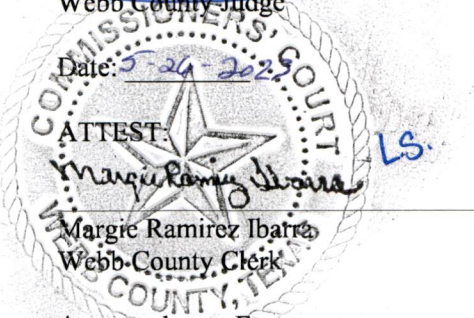

IN WITNESS HEREOF, County and the Consultant have executed these presents in duplicate originals.

County:
Webb County




Tano E. Tijerina
Webb County Judge

Date: 5-24-2023


ATTEST:


Margie Ramirez Ibarra
Webb County Clerk

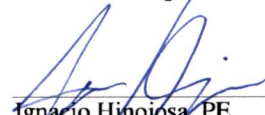
Approved as to Form:



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.



Ignacio Hinojosa, PE
Client Services Manager

Date: 5-26-23

Exhibit A
Scope of Work Webb
County
ARPA Waterline Projects

GOALS/OBJECTIVES:

- Provide Webb County with Planning, Engineering, Surveying, Construction Contract Procurement Assistance and Construction Administration Services to successfully complete ARPA Projects 4, 5, 9, 10, 12, and 13 related to waterline extensions to the community of La Presa, La Presa Community Center, La Presa Water Dispenser and the proposed Fire Station.
- Recommendations for the waterline extension will take into consideration current demand, future demands, water quality implications, future and on-going projects. Ensure American Rescue Plan Act (ARPA) funding compliance by utilizing in house resources and working with the County's Program Manager throughout the various phases of this project: Preliminary Engineering, Design Phase, Bidding Phase and Construction Phase Services. Complete the project per ARPA requirements and guidelines.

BACKGROUND:

Webb County's ARPA Waterline projects consist of providing a new water supply pipeline from the Rio Bravo Water Treatment Plant (RBWTP) located on 512 Martha St. to the Colonia La Presa located approximately 5 miles from the RBWTP. The transmission will provide water to the residents of La Presa, the La Presa Community Center, La Presa Water Dispenser, and the proposed Fire Station. In addition, the ARPA Water line projects will provide a distribution system for the La Presa Community with approximately 2.26 miles in length. The distribution network will extend through RM 6073A, Karina Rd, and Sciaraffa Pkwy.

This scope of work is to complete planning, environmental investigations, geotechnical investigations, design, permitting, obtain right-of-way, seek construction bids, award the construction contract, oversee construction of the new waterline and provide project close-out services including as-built plans.

BASIC SERVICES

TASK 1: PROJECT MANAGEMENT

The Consultant 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 Consultant 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 Consultant will meet monthly with the Owner's Project Manager to discuss the status and progress of the project.

1.1. Kick-Off Meeting:

- Upon authorization to proceed, the Ardurra team will conduct a project kickoff meeting with Webb County to review the scope of work, review responsibilities, reaffirm goals, discuss expectations of County staff, clarify questions and obtain background data and define project limits.
- Consultant will, following the meeting, prepare meeting minutes documenting discussions and decisions.
- 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. Monthly Client Updates

- Consultant will conduct regular monthly meetings with the County and Project Team members, as appropriate, to address technical and administrative issues related to the project.
- Consultant will, following the meetings, prepare meeting minutes documenting discussions and decisions.

1.3. Coordination with ARPA Project Manager

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

1.4. Milestone Review Meetings/Workshops

- Coordinate and conduct milestone review meetings for 30%/60%/100% Design with County and the County's ARPA Manager.
- Consultant will, following the meetings, prepare meeting minutes documenting discussions and decisions.

1.5. 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.

Deliverables for Task 1

- Kick-Off Meeting and Meeting Minutes
- 10 Monthly Design Progress Update Meetings and Meeting Minutes
- Coordination with ARPA Manager
- Milestone Workshop Review Meetings (30%, 60%, 100%) and Meeting Minutes

TASK 2: PRELIMINARY ENGINEERING (30%)

2.1. Site Visit:

- Consultant will perform a site visit of the proposed pipeline alignment.
- Consultant will identify suspected environmentally sensitive areas, drainage features and other significant conflicts within the project limits and provide written notification to Webb County.
- Potential utility conflicts that are visual will be identified and presented to the County.

2.2. Incorporate Preliminary Environmental Site Assessment (ESA) (Task 8) to PER.

2.3. Preliminary Hydraulic Analysis

- Consultant will run scenarios using the hydraulic model created for the Water & Wastewater Master Plan (the topography to be used for the model will be USGS 7.5-minute topography maps or approved equal).
- Proposed discharge point of piping network will be at the proposed site for the new Webb County Fire Station
- Nominal pipe sizes and friction values will be utilized in the model.
- Consultant will evaluate pipeline routing, both horizontal and vertical, valves, fitting and pipe diameters. The hydraulic grade line for the proposed pipeline will be examined.
- Transient wave (surge) analysis will not be performed at this stage in the design.
- The results of this analysis will be incorporated into the Preliminary Design Report.

2.4. Land Rights Initial Assessment

- Based on the alternate pipeline routes, potential tracts impacted by the proposed waterline will be identified.
- A "Lands Rights Acquisition Table" will be prepared listing the impacted tracts and an initial assessment of land acquisition cost.

2.5. Preliminary Engineering Report

- Consultant will develop a Preliminary Engineering Report (PER) for the following project elements:
 - The proposed pipeline alignment from the Rio Bravo Water Treatment plant to the proposed Fire Station at Colonia La Presa.
 - The proposed connection point at Rio Bravo Water Treatment Plant or existing waterline.
 - Proposed boring under roadways or other features.
 - The proposed distribution system at Colonia La Presa
 - Hydraulic Evaluation utilizing the County's Water Model to determine waterline sizing and related system improvements
 - Necessary improvements to support waterline extension (e.g. additional storage capacity, High Service Pump Station Improvements, etc.)
 - Recommendations to ensure Water Quality is not impacted by waterline extension.
 - Alignment analysis to include up to 3 alternative routes for the waterline.
 - Coordination with Floodplain Administrator for sections of line withing the flood plain, if necessary.)
 - ARPA funding schedule and guideline compliance.
- The PER will serve as documentation of ARDURRA's Preliminary Design effort and provide recommendations for advancement of the design of the project.
- A list of third-party approvals and permits that may be required to implement the project.
- A list of right-of-way acquisitions and preliminary opinions of probable cost to acquire the rights-of-way.
- An opinion of probable construction cost and estimate of construction contract performance time.

2.6. Preliminary Design Report Review Workshop

- Consultant will conduct a workshop with COUNTY to review the PER.
- Consultant will develop meeting minutes documenting the decisions made during this meeting.

2.7. Preliminary Design (30%)

- Upon completion and acceptance of the PER, Consultant will prepare 30% construction plans, 30% Governing List of Specifications and 30% OPCC. The 30% construction plan set will include the following:
 - Cover Sheet
 - General Notes
 - Quantity Summary
 - Overall Project Layout (2 Sheets)
 - Project Control Layout (2 Sheets)
 - Plan and Profile Sheets (60 Sheets) (1 to 50 Horizontal Scale) (Transmission Main)
 - Plan and Plan Sheets (16 Sheets)
 - Miscellaneous Details (2 Sheets)

2.8. Field Investigations

- Incorporate Land Surveying data collected in Task 9.

2.9. Geotechnical Investigations

- Include Geotechnical Recommendations provided in the report produced by Task 10.
- Rights-of entry for geotechnical investigations will be obtained with survey rights-of-entry.

Deliverables for Task 2

- DRAFT Preliminary Engineering Report (PER)
- DRAFT PER Submittal Workshop and Meeting Minutes
- FINAL PER Submittal
- 30% Construction Plans and Governing List of Specifications
- 30% OPCC

TASK 3: DESIGN PHASE (60%)

After approval of the 30% Design by COUNTY, Consultant will proceed into the Design Phase.

3.1. Constructability Review

- Consultant will review the 60% design drawings, specifications, and proposed bidding sequence to identify potential conflicts and suggest alternative designs to reduce cost and/or schedule impacts. Review comments will be documented and provided to COUNTY Project Manager.

3.2. Preliminary Design Phase (60%) Advancement and Drawing Preparation

- Consultant will continue and advance the design development from the Preliminary Engineering Phase to the Design Phase (60%).
- Consultant will prepare the 60% design drawings depicting the facilities proposed based on comments received from review of 30% Design.
- Consultant will prepare the 60% technical specifications. COUNTY Standard Specifications will be utilized to the extent possible with Consultant's Specifications augmenting as necessary.
- Consultant will update the OPCC based on the design quantities developed during this Phase. OPCC for this Task will include a +15% contingency.
- Consultant will provide update to COUNTY regarding necessary and expected permits.
- Consultant will submit draft 60% drawings, technical specifications, OPCC, and list of permits to COUNTY for review and comment.
- The 60% construction plan set will include the following:
 - Cover Sheet
 - General Notes
 - Quantity Summary
 - Overall Project Layout (2 Sheets)

- Project Control Layout (2 Sheets)
- Waterline Plan and Profile Sheets (60 Sheets) (1" to 50' Horizontal Scale) (Transmission Main)
- Waterline Plan and Plan Sheets (16 Sheets)
- Miscellaneous Details (4 Sheets)
- Traffic Control Plan and Plan Sheets and Detail Sheets (15 Sheets)
- SW3P Narrative, Details, EPIC and Tree Protections Sheets (4 Sheets)

3.3. Design Review (60%) Meeting

- Consultant will meet with COUNTY Project Manager to review and discuss COUNTY review comments.
- Consultant will document the results of the workshop in meeting minutes after the meeting.

Deliverables for Task 3

- 30% Review Comment Responses
- 60% Construction Plans and Technical Specifications
- 60% OPCC

TASK 4: FINAL DESIGN PHASE (100%)

After approval of the 60% Design by COUNTY, we will proceed into the Design Phase.

4.1. Permits

- Consultant will prepare and file permits for crossing of state-controlled highways and County controlled roadways. COUNTY will pay application fees and subsequent permit fees.

4.2. Surveying

- Consultant will prepare metes and bounds and survey plats to be used for right-of-way acquisition, if approved and necessary. Incorporate Land Surveying data collected in Task 9.

4.3. Utility Conflict Resolution and Designs for Relocation or Replacement

- Consultant will identify know public utilities in conflict with the proposed pipeline project and coordinate with the utility provider to identify methods to resolve the conflicts.
- If requested, Consultant will provide as an additional service, designs for relocation or replacement of the utility in conflict.



4.4. Final (100%) Design Advancement and Drawing Preparation

- Consultant will continue and advance the design development from the Design Phase (60%) to Final Design Phase (100%). Consultant will prepare the 100% design drawings depicting the facilities proposed based on comments received from review of Design Phase (60%).
- Consultant will prepare the 100% technical specifications for the project elements. COUNTY Standard Specifications will be utilized to the extent possible with Consultant's Specifications augmenting as necessary.
- Consultant will update the OPCC for the design elements, based on final quantities developed during this Phase. OPCC will include a 10% contingency.
- Consultant will provide suggested revisions to COUNTY's Standard "Front End" Specifications. COUNTY will update, prepare, and coordinate "Front End" specifications.
- Consultant will submit final 100% drawings, technical specifications, OPCC, permit requirements, and incorporate COUNTY edits to COUNTY Front End specifications to COUNTY for review and comment.
- The 100% construction plan set will include the following:
 - Cover Sheet
 - General Notes
 - Quantity Summary
 - Overall Project Layout (2 Sheets)
 - Project Control Layout (2 Sheets)
 - Waterline Plan and Profile Sheets (60 Sheets) (1 to 50 Horizontal Scale) (Transmission Main)
 - Waterline Plan and Plan Sheets (16 Sheets) (1 to 100 Horizontal Scale)
 - Miscellaneous Details (4 Sheets)
 - Traffic Control Plan and Plan Sheets and details (15 Sheets)
 - SW3P Narrative, Details, EPIC and Tree Protections Sheets (4 Sheets)

4.5. Final (100%) Design Review Workshop

- Consultant will conduct a workshop to review the Final (100%) Design with COUNTY.
- Documentation of meetings with COUNTY and summary decision log made during the meetings will be provided to COUNTY.
- Consultant will document the results of the workshop in meeting minutes after the meeting.

Deliverables for Task 4

- 60% Review Comment Responses
- 100% Construction Plans and Technical Specifications
- 100% OPCC

TASK 5: BIDDING PHASE SERVICES

1. Consultant will participate in the pre-bid conference and provide a recommended agenda for critical construction activities and elements impacting the project.
2. Consultant will assist the County and its Program Manager in solicitation of bids by identification of prospective bidders, and review of bids by solicited interests.
3. Consultant will review all pre-bid questions and submissions concerning the bid documents and prepare, in the County's format, for approval, any addenda or other revisions necessary to inform contractors of approved changes prior to bidding.
4. Consultant will attend bid opening, analyze bids, evaluate, prepare bid tabulation, and make recommendation concerning award of the contract.

Deliverables for Task 5

- Pre-Bid Meeting Attendance and Coordination
- Response to pre-bid questions
- Addenda, as required
- Attendance of Bid Opening
- Review and analysis of bids
- Engineer's Recommendation of Award Letter

TASK 6: CONSTRUCTION PHASE SERVICES

6.1. Pre-Construction Meeting

- Consultant will attend and conduct Pre-construction Conference with representatives of the Contractor(s) and Webb County.

6.2. Review submittals, shop drawings, testing results, Requests for Information (RFI's), and Change Orders

- Consultant will review up to 50 shop drawings and submittals, as listed in the Contract Documents.
- Consultant will provide technical input to County and the County's Program Manager for up to 25 RFIs from the contractor.
- Consultant will evaluate up to four potential changes.

6.3. Waterline Construction Observation

- Consultant's representative will make a site visit twice a month during construction of the project to observe if the work is being done in general with the intent of the plans and specifications. The representative will prepare a field report for each visit.
- Consultant's representative will attend monthly construction progress meetings and prepare a meeting report for each meeting. Consultant will prepare the meeting agenda, conduct the meeting and distribute meeting minutes.

6.4. Project Closeout

The following activities will be completed unless otherwise noted below:

- Consultant will attend and conduct final inspection along with the County and the County's Program Manager to determine if project has been completed to the standard required by the contract documents and the contractor has fulfilled his obligations as required.
- Consultant will develop a punch list of defective materials, installation and/or finishes and provide to the County and the County's Program Manager.
- Consultant will incorporate "Record Drawing" information received from the Contractors into the set of drawings and submit to County and the County's Program Manager after the construction contract.
- Record drawings, will be prepared, in part, based on information compiled and furnished by others, specifically the Contractor and County inspectors, and will represent based on the information provided, the location, types of components and configuration of the completed construction.
- Consultant is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings.
- Consultant will provide one .pdf and CAD versions of drawings to the County.

6.5. Substitutions

- Consultant will evaluate and determine acceptability of substitute materials and equipment proposed by contractors and provide technical input to COUNTY's Construction Manager, up to a limit of six proposed substitutions.

Deliverables for Task 6

- Submittal Reviews
- Site Inspection Reports
- Response to RFIs and Change Orders
- Construction Progress Meetings and Meeting Minutes
- Project Closeout Documentation Response to RFIs and Change Orders
- Record Drawings

ADDITIONAL SERVICES

TASK 7: PERMITTING

7.1. State Highway, Webb County and City of Laredo Permits

- Consultant will prepare and submit permit applications for crossing TxDOT highway rights-of-way, City of Laredo and permits from Webb County (if required).

7.2. Texas Commission on Environmental Quality (TCEQ) Permitting

- Consultant will acquire approval from TCEQ prior to proceeding with construction of the Waterline Extension.

Deliverables for Task 7

- TxDOT Utility Permit
- City of Laredo C3 Letter and One Stop Shop Approval, if on COL ROW.
- TCEQ Approval Letter for Construction

TASK 8: ENVIRONMENTAL SERVICES

8.1 Phase I Environmental Site Assessment (ESA)

- Phase I Environmental Site Assessment (ESA) pursuant to standards outlined in the American Society for Testing and Materials (ASTM) Method E 1527-21 Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process. The subject property for the Phase I ESA will be defined as the waterline alignment. The Phase I ESA will be limited to the objectives set forth in the standard. Site reconnaissance will be limited to areas visible from public streets and properties for which authorization to access has been granted.
- Webb County is defined by ASTM E 1527 as the User. User responsibilities include reviewing title and judicial records for environmental liens and activity use limitations (AUL). User should engage a title company, real estate attorney, or title professional to undertake a review of reasonably ascertainable recorded land title records and lien records for environmental liens and AULs recorded against or relating to the subject property. Findings shall be provided to Ardurra.
- Results of the Phase I ESA will be analyzed in a written report and recommendations for potential further action, if any, will be presented.

8.2 THC Cultural Resources Joint Coordination and Archaeology Field Survey

- Archeology resources desktop review and background research for previously recorded cultural resources sites, landmarks and surveys and historic resources desktop review and background research for previously recorded historic resources sites, National Register of Historic Places resources, and State Antiquities Landmarks will be performed. A letter report that assesses potential impacts to known resources within the APE and the potential for undocumented cultural resources and/or historic-age resources to be present with the project's APE. Draft report will be provided to the County for review and comment. After receiving authorization from the County, the report will be submitted to THC for Section 106 review and concurrence with the findings.
- Based on preliminary review the following is anticipated: 1) a pedestrian archeological survey will be required to assess project-related effects to archeological cultural resources and 2) a standing historic resources survey is not necessary. Such recommendations, however, will ultimately be the THC's and/or USACE's responsibility.

- The fee for this task is based on these assumptions. If agencies require a field survey for standing historical resources survey, a scope and fee can be provided for that service.
- An Antiquities Permit application per the requirements of the ACT will be prepared. This permit application package will include a summary of the known resources in the vicinity, the proposed field methods, and an application form. This application package will be submitted to the County for review, approval and signature, then submitted to the THC for their review and eventual permit issuance.
- Once a permit has been issued and schedule allows, archeologists will travel to the survey area to conduct an archeological survey in accordance with the Council of Texas Archeologist's (CTA) minimum standards and guidelines for "100% intensive linear surveys." Scope and fee is based on an estimate that approximately 128 shovel tests could be required to evaluate the entire project area. Based upon the proposed impacts within the landform's prevailing soils and geology, backhoe trenching may be necessary to evaluate potential deeply buried deposits in portions of the project area. Observations will be recorded through notes, photographs, field forms, and with hand-held GPS. Any archeological sites observed within the survey area will be documented in accordance with THC standards.
- After field investigations, TexSite form(s) will be prepared for any archeological site(s) recorded. A comprehensive report that details project components, field methods and observations, recorded sites (if any), and regulatory recommendations for the proposed project will be prepared. A draft will be electronically submitted to the County for review and comment, then (upon revision/approval) submitted to the THC and USACE (if required) for their review under the ACT and Section 106 (respectively).
- Upon THC approval (typically 30 days after receipt), final reports will be prepared in accordance with the Antiquities Permit requirements and the scope provided and submit all photographs, notes, and forms to a state approved curation facility for permanent curation.

8.3 Threatened and Endangered Species Habitat Assessment

- Review and background research for potential resources and habitat in the project area. A site visit will be conducted to view the habitat conditions of the project area. The likely presence or absence of Threatened and Endangered (T&E) Species or other species of concern will be assessed by comparison of site characteristics to habitats for such species described on Texas Parks and Wildlife Department's (TPWD) Rare, Threatened, and Endangered Species of Texas List (RTEST) for Webb County. Habitat descriptions for Federally-listed T&E species will be obtained from the United States Fish and Wildlife Service (USFWS). Known occurrences of T&E species will be obtained through the TPWD's Natural Diversity Database. Any area in which activities may impact potential habitat for any such species will be identified. A Threatened and Endangered Species Habitat Assessment Report identifying Threatened and Endangered Species listed by TPWD and USFWS for Webb County and describing their habitats will be produced. Any area in which activities may impact potential habitat for any such species will be identified. The report will include maps and photographs of any habitats identified.

8.4 Waters of the U.S./Wetland Assessment

- Waters of the U.S. (WOTUS) including wetlands in the project area will be evaluated and delineated by a qualified wetlands specialist in accordance with the U.S. Army Corps of Engineers (USACE) Wetland Delineation Manual and the Great Plains Regional Supplement to the manual. An Approved Jurisdictional Determination (AJD) Form based on the results of the wetland and WOTUS delineation will be prepared for submittal to the USACE. If required by the USACE during the JD process and delineation review, one field verification visit with the USACE personnel to visit the site and verify results of delineation is included.

8.5 Nationwide Permit Pre-Construction Notification

- Impacts to WOUS/wetlands will require authorization from the USACE. The proposed project will meet the conditions of Nationwide Permit 58 (Utility Line Activities for Water and Other Substances). Submission of Pre-Construction Notification (PCN) to the USACE is required for discharges that will result in the loss of greater than 1/10th acre of WOUS. If determined to be necessary, a PCN will be prepared and submitted to the USACE.

Deliverables for Task 8

- Phase I Environmental Assessment Report
- THC Cultural Resources Joint Coordination and Archaeology Field Survey
- Threatened and Endangered Species Habitat Assessment and Report
- Waters of the U.S./Wetland Assessment
- Nationwide Permit Pre-Construction Notification

TASK 9: TOPOGRAPHIC SURVEY

1. Obtain right-of-entry for surveys and geotechnical Investigations. If Consultant is unable to obtain the rights-of-entry, Webb County will be requested to assist in obtaining the rights-of-entry.
2. Perform on-ground survey to locate geotechnical bore locations.
3. Perform on-ground topographic survey 60- feet in width along the proposed route.
4. Prepare base map showing alignment, control points, geotechnical bore locations, and utility crossings.
5. Locate any visible improvements and utilities within the limits of the project.
6. Locate known buried utilities and above ground evidence of utilities, including overhead lines, private roadways, fences, structures, grade breaks (high- and low-points) and other existing facilities. For location of buried utilities, Webb County must authorize the supplemental SUE task to obtain this data.
7. Perform topographic survey and planimetric survey of existing roads at the approximate locations where proposed access roadways tie to existing roads.

8. Locate, measure the diameter, and identify the species for 12" and larger trees within the 60-foot corridor.

Deliverables for Task 9

- Survey results in digital format (NAD83 coordinates)

TASK 10: GEOTECHNICAL INVESTIGATION

1. Consultant will perform the following geotechnical task:
2. Obtain up to 8, 20-foot deep and up to 8, 15-foot geotechnical bores and prepare a geotechnical report with recommendations.
3. Conduct up to 2 resistivity tests to assess corrosive potential to metal fittings.
4. Perform associated laboratory analyses in support of site structural, pipeline, and roadway reconstruction design.

Deliverables for Task 10

- Geotechnical *Investigations Report based on testing performed by third party.*

TASK 11: SUBSURFACE UTILITY EXCAVATION

1. Allowance for Subsurface Utility Excavation (SUE) investigation as needed. Scope to include location of Subsurface Utility Excavation. Fee will not exceed the amount included in this proposal unless otherwise authorized.

Deliverables for Task 11

- TBD

TASK 12: RIGHT OF WAY ACQUISITION

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

Deliverables for Task 13

- TBD

TASK 13: STAKEHOLDER ENGAGEMENT

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

Deliverables for Task 13

- TBD

TASK 14: ADDITIONAL WATER SYSTEM IMPROVEMENTS

1. Ardurra will evaluate the need of additional infrastructure necessary to support the waterline extension in Task 2: Preliminary Engineering. Any additional improvements, if any, will identified in Task 2 have not been included as part of this proposal. A proposal will be submitted by Ardurra for the County's consideration after the completion of Task 2, only if necessary.

Deliverables for Task 14

- TBD

TASK 15: BOUNDARY SURVEY & EASEMENT RECORDING

1. Scope of Boundary & Easement Recording services will be developed upon completion of Task 2: Preliminary Engineering. A proposal will be submitted by Ardurra for the County's consideration after the completion of Task 2, only if necessary.

Deliverables for Task 15

- TBD

Project Timeline:

Task	Duration (months)	Start Month	End Month
Basic Services			
1. PROJECT MANAGEMENT	12	0	12
2. PRELIMINARY ENGINEERING (30 %)	4	0	4
3. DESIGN PHASE (60%)	5	4	9
4. FINAL DESIGN PHASE (100%)	3	9	12
5. BIDDING PHASE	3	12	15
6. CONSTRUCTION PHASE	18	15	33
Additional Services			
7. PERMITTING	12	0	12
8. ENVIRONMENTAL SERVICES	12	0	12
9. TOPOGRAPHIC AND BOUNDARY SURVEY	3	3	6
10. GEOTECHNICAL INVESTIGATION	3	3	6
11. SUBSURFACE UTILITY EXCAVATION (Allowance) (Not Authorized)	TBD	-	-
12. RIGHT OF WAY ACQUISITION (Not Authorized)	TBD	-	-
13. STAKEHOLDER ENGAGEMENT (Not Authorized)	TBD	-	-
14. ADDITIONAL WATER SYSTEM IMPROVEMENTS (Not Authorized)	TBD	-	-
15. BOUNDARY SURVEYS & EASEMENT RECORDING (Not Authorized)	TBD		
TOTAL	33	0	33

Items not included in this proposal:

- Engineering for electrical and SCADA services related to the project.
- Permitting with local, state and federal agencies in addition to that included as a basic service.
- Materials testing during construction.
- On-site construction observation services not included as part of the basic services.
- Perform hydrologic and hydraulic analysis to determine the 100-year floodplains.
- Services related to disputes over pre-qualification, bid protests, bid rejection and re-bidding of the Contract for Construction not as a result of Consultant's work.
- Services necessary due to the default of the Contractor.

Fees:

A. Fee for Basic Services

The County will pay the Engineer a fixed fee for providing all “Basic Services” authorized as per the table below. The fees for Basic Services will not exceed those identified and will be full and total compensation for all services outlined in above, and for all expenses incurred in performing these services. For services provided, Engineer will submit monthly statements for basic services rendered. The monthly statements will be based upon Engineer’s estimate (and County Concurrence) of the proportion of the total services actually completed at the time of billing. For Construction Phase services, the statement will be based upon the percent of completion of the construction contract. County will make prompt monthly payments in response to Engineer’s monthly statements.

B. Fee for Additional Services

For services authorized by the County under the “Additional Services” section, the County will pay the Engineer a not-to-exceed fee as per the table below or as negotiated and approved at a later date.

C. Summary of Fees

BASIC SERVICES		
TASK 1	PROJECT MANAGEMENT	\$ 89,222.00
TASK 2	PRELIMINARY ENGINEERING (30 %)	\$ 336,881.00
TASK 3	DESIGN PHASE (60%)	\$ 420,281.00
TASK 4	FINAL DESIGN PHASE (100%)	\$ 242,305.00
TASK 5	BIDDING PHASE	\$ 37,202.00
TASK 6	CONSTRUCTION PHASE	\$ 306,662.00
SUBTOTAL BASIC SERVICES		\$ 1,432,553.00
ADDITIONAL SERVICES		
TASK 7	PERMITTING (AUTHORIZED)	\$ 61,580.00
TASK 8	ENVIRONMENTAL SERVICES (AUTHORIZED)	\$ 98,871.00
TASK 9	TOPOGRAPHIC SURVEY (AUTHORIZED)	\$ 303,690.00
TASK 10	GEOTECHNICAL INVESTIGATION (AUTHORIZED)	\$ 88,350.00
TASK 11	SUBSURFACE UTILITY EXCAVATION (ALLOWANCE) (NOT AUTHORIZED)	\$ 44,000.00
TASK 12	RIGHT OF WAY ACQUISITION (Additional Service)	TBD
TASK 13	STAKEHOLDER ENGAGEMENT (Additional Service)	TBD
TASK 14	ADDITIONAL WATER SYSTEM IMPROVEMENTS (Additional Service)	TBD
TASK 15	BOUNDARY SURVEYS & EASEMENT RECORDING (Additional Service)	TBD
SUBTOTAL ADDITIONAL SERVICES		\$ 596,491.00
TOTAL		\$2,029,044.00

Method of Payment:

- Payment shall be made to the Consultant based upon the several phases as described heretofore and in accordance with the following:

D. Fee and Scope Assumptions:

Fee and scope assumptions is based on the following assumptions and exclusions:

- Engineering fees included in this proposal only apply to items specifically listed in this proposal.
- Agency review fees, impact fees, permitting fees and platting fees are not included herein.
- This proposal does not include a fee to prepare easements for drainage, construction, water, sewer, electrical, or gas services.
- Any additional services required by the County which may arise and are not outlined above shall be compensated for on an hourly basis or negotiated to a lump sum fee.

Any additional work not listed in the above Scope of Work will be performed on a time and material basis. Invoicing will be submitted monthly based on percent of completion. Payments not received within thirty (30) days of the date of invoice will cause interest at the rate of 1.5% per month to accrue on any outstanding balance.

Provider shall provide at his sole expense any and all equipment, tools and any other thing, including employees, subcontractors, or other such assistance, necessary to the performance by him of the above-described service.

This budget figure will not be exceeded without writing modification of this Agreement. The additional services must be authorized in writing by the Client.