

**WEBB COUNTY – ALPHA TERRA ENGINEERING, INC.
FOR
ENVIRONMENTAL ASSESSMENT SERVICES
WORK AUTHORIZATION # 1**

This Work Authorization #1 is made under the Professional Services Contract Webb County – Environmental Assessment Services Master Contract for Environmental Services between Webb County, a political subdivision of the State of Texas (“County”) and Alpha Terra Engineering, Inc., (“Alpha Terra or Consultant”) as approved by the Commissioners Court of Webb County on January 8, 2024.

1. **AUTHORIZATION TO PROCEED**

The execution of this Work Authorization by County shall be construed as issuance of Notice to Proceed and authorization by the County for Alpha Terra Engineering, Inc. to proceed with the work to be completed within 21 business days of Notice to Proceed.

2. **SCOPE OF SERVICES**

The scope of services to be provided by Consultant for this Work Authorization is the following:

Project Name: **Fesco Property (Four (4) Parcels, 365114, 207222, 365118, & 365119) Assessment and Survey**

Type of Service: **Phase I Environmental Site Assessment (ESA) on four parcels and Limited Mold Assessment, & Asbestos Survey on Fesco main building.**

The Scope of Services is further detailed in the attached Exhibit “A” attached hereto and incorporated herein as if set out in full for all intents and purposes.

3. **COUNTY OBLIGATIONS**

County will provide to the Consultant the following:

- a. Provide the authorization to proceed with services through coordination with the Consultant.
- b. Payment for work performed by the Consultant and accepted by County in accordance with Article IV. of the Master Agreement and Article 4 of this Work Authorization Agreement.
- c. Assistance to the Consultant, as necessary, to obtain needed data and information from other local, regional, State and Federal agencies the Consultant cannot easily obtain.
- d. Provide any available relevant data County may have on file that will assist Consultant.
- e. Provide timely review and decisions in response to the Consultant’s request for information and/or required submittals and deliverables, in order for the Consultant to maintain the agreed upon work schedule prepared in accordance with this Work

Authorization.

- f. Attend and participate in progress meetings as required and as coordinated and conducted by Consultant.

4. COMPENSATION AND PAYMENT

The cost for services under this Work Authorization will be based on a lump sum fee not to exceed TWENTY-FOUR THOUSAND NINE HUNDRED DOLLARS AND TWENTY EIGHT CENTS (\$24,900.28) for the services detailed in Article 2 of this Work Authorization #1. The maximum amount payable under this Work Authorization # is TWENTY-FOUR THOUSAND NINE HUNDRED DOLLARS AND TWENTY EIGHT CENTS (\$24,900.28).

5. ERRORS, OMISSIONS, NEGLIGENT ACTS POLICY

Consultant shall save harmless County and its officers and employees from all claims and liability due to activities of itself, its agents, or employees, performed under this Work Authorization and which are caused by or result from error, omission, or negligent act of the Consultant or any person employed by the Consultant.

6. INDEPENDENT CONTRACTOR

Consultant must comply with all applicable County policies and with any applicable Federal, State or local laws, regulations, orders or ordinances applicable to the services provided by Consultant under this Work Authorization. Notwithstanding the foregoing sentence, Consultant represents and maintains that it is an independent contractor and is not an employee of County or any agency thereof and represents and warrants that it does not desire or request any fringe benefits provided to employees of the County and/or any agency thereof, including but not limited to benefits associated with County's civil service program. Consultant shall be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

7. TERMINATION

This Work Authorization #1 terminates when the Contract terminates or pursuant to Article VIII of the Master Contract, whichever occurs first.

8. ADDITIONAL SERVICES

Services in addition to those specified in the SCOPE OF SERVICES may be provided by the Consultant if authorized in writing by the County. Additional services will be paid for by the County as negotiated in a Supplemental Work Authorization.

9. ACCEPTANCE AND APPROVAL

This Work Authorization does not waive the parties' responsibilities and obligations as established by the Contract.

This Work Authorization is hereby accepted and approved by the Webb County Commissioners Court on May 28, 2024.

10. EXHIBITS INCORPORATED

Exhibit "A" is made part of this Work Authorization and incorporated herein as if set out in full for all intents and purposes.

11. EFFECTIVE DATE


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

COUNTY

CONSULTANT



Tano E. Tijerina
County Judge

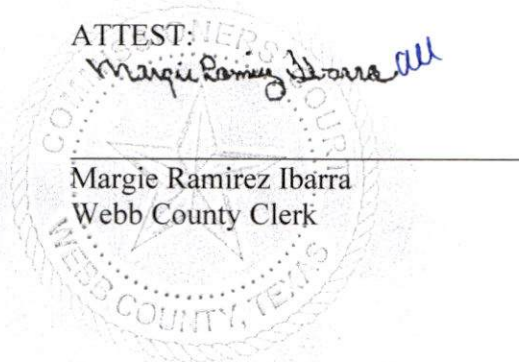


Harold E. von Dran, P.E.
President

Date: 5/28/2024

Date: 28 May, 2024

ATTEST:



Margie Ramirez Ibarra
Webb County Clerk

Exhibit A

Scope of Services

PHASE I ESA

Scope of Services

The Phase I ESAs will be prepared in accordance with ASTM Standard E 1527- 21, the Standard Practice for Phase I ESA for Commercial Real Estate. The objective of the ESA is to identify *recognized environmental conditions (REC's)* and certain environmental conditions outside the scope of the ASTM Standards in connection with the property at the time of the updated property survey. A qualified environmental professional will conduct the on-site survey and assessment.

The Phase I Environmental Site Assessment will be prepared to assess a parcel of real estate with respect to the range of contaminants within the scope of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) (42 U.S.C. §9601) and petroleum products. As such, this practice is intended to permit County to satisfy one of the requirements to qualify for the innocent landowner, contiguous property owner, or bona fide prospective purchaser limitations on CERCLA liability: that is, the practices that constitute "all appropriate inquiry into the previous ownership and uses of the Subject Property consistent with good commercial or customary practice" as defined in 42 U.S.C. § 9601(35)(B).

If buildings or structures are present within the boundary of the subject property, accessible representative interior, common and exterior areas will be surveyed. The actual areas surveyed will be at the discretion of Alpha Terra and may depend upon the observed variability in construction materials, operational activities, property history and condition, and the size of the

Task 2 Data Review & Report Preparation (Report Development, Draft Report, & Final Report)			
Job Classification	Hourly Labor Rate	Estimated Hours	Total
Project Manager	\$150.00	7	\$1,050.00
Env. Scientist / Env. Professional	\$120.00	52	\$6,240.00
CADD/GIS Tech	\$81.00	8	\$648.00
Project Administrator	\$77.00	1.5	\$115.50
Total			\$8,053.50

Task 3 Services & Travel			
Classification	Rates	Estimated Units	Total
Environmental Database (federal & state)	\$380.00*	1	\$380.00
Company Truck (day)	\$75.00	2	\$150.00
Meals & IE (two individuals)	\$59.00**	2	\$118.00
Hotel	\$123.00**	2	\$246.00
Total			\$894.00
Grand Total (Task 1, 2, & 3)			\$11,979.00**

* Prices per parcel = \$95.00 & **Price per parcel = \$2,994.75

** Per GSA rates for the City of Laredo

An electronic copy (PDF) of each ESA report (four total) will be forwarded upon completion of the project for the quoted price. Should hard copies be requested Alpha Terra can be provided at a cost of \$50.00/copy and color reproductions of photographs and/or figures will be provided at a cost of \$100/copy.

LIMITED MOLD ASSESSMENT

Scope of Services

The mold assessment will be performed inside the office (Bays 1 to 4) of the main building in accordance with Texas Occupants Code, Chapter 1958 and Texas Mold Assessment and Remediation Rules (rules) 16 Tex. Admin. Code, Chapter 78. The site assessment will be conducted by a Texas Department of Licensing and Regulation (TDLR) qualified mold assessor and will include:

- Provide copy of the TDLR Customer Mold Information Sheet to appropriate on-site building representative,
- Interview with knowledgeable site personnel,
- Visually identifying areas of possible mold growth, water intrusion, and accessible areas of HVAC mechanical system(s),
- Determine extent of possible mold impacted area,
- Collect non-viable air (indoor & outdoor) and surface (tape lift) samples,
- Complete Chain-of-Custody (COC) and submit samples to an accredited laboratory for analysis,
- Collect ambient air readings for Carbon Monoxide (CO), Carbon Dioxide (CO₂), Temperature, and Relative Humidity (RH), and
- Collect surface moisture reading (non-evasive method).

The following tasks, which include estimated on-site and travel time, materials, and labor/equipment rates, required to complete the mold and asbestos assessment are listed as follows:

Task 1 Fieldwork – Limited Mold Assessment			
Job Classification	Hourly Labor Rate	Estimated Hours	Total
Sr. Industrial Hygienist / Mold Assessment Consultant (MAC) PM	\$138.00	2	\$276.00
Mold Assessment Technician	\$86.00	6	\$516.00
Travel (Mobilization/De-Mobilization)	\$86.00	6	\$516.00
Total			\$1,308.00

• Task 2 Data Review & Report Preparation			
Job Classification	Hourly Labor Rate	Estimated Hours	Total
Sr. Industrial Hygienist / MAC PM	\$138.00	9.5	\$1,311.00
Mold Assessment Technician	\$86.00	22	\$1,892.00
CADD/GIS Tech	\$81.00	4	\$324.00
Project Administrator	\$77.00	2	\$154.00
Total			\$3,681.00

Task 3 Laboratory Analysis & Equipment			
Job Classification	Rates	Estimated Units	Total
Air-O-Cell (Spore Trap Analysis)	\$33.00*	15	\$495.00
Bio-Tape Slide (Tape Lift)	\$33.00*	8	\$264.00
Air-O-Cell Cassette & Bo-Tape Slide	\$4.50	23	\$103.50

Zefon Bio-Pump (Air-O-Cell Pump)	\$15.00	1 (day)	\$15.00
IAQ Calc	\$15.00	1 (day)	\$15.00
Moisture Meter	\$10.00	1 (day)	\$10.00
Shipping (Lump Sum)	\$40.00	1	\$40.00
Total			\$942.50
Grand Total (Task 1, 2, & 3)			\$5,931.50

* Prices based on a standard (three day) turnaround time for non-viable mold samples.

Non-viable mold samples will be submitted to Mycotech Biological, Inc. (MBI), Texas Department of Licensing & Regulation (TDLR) Licensed Mold Analysis Laboratory (Lic. #LAB0163).

An electronic copy (PDF) of the ESA/ESA Limited Mold Assessment reports will be forwarded upon completion of the project for the quoted price. Should hard copies be requested Alpha Terra can be provided at a cost of \$50.00/copy and color reproductions of photographs and/or figures will be provided at a cost of \$100/copy.

ASBESTOS SURVEY

Scope of work

This asbestos survey proposal is prepared under the provisions of, and in accordance with implementing the procedural provisions of the United States Environmental Protection Agency (USEPA) 40 CFR 763.86 (NESHAP) and 40 CFR Parts 61 (AHERA). The assessment analysis report will be concise, thorough documents that will guide the execution of the building extension project in a safe manner, ensuring all asbestos hazards to workers are identified prior to associated component removal / disturbance, transportation, and disposed of in accordance with all governing regulations.

This asbestos survey is performed to identify, to the extent feasible, regulated building materials/components including sample collection of suspect asbestos-containing materials such as wallboard, plaster, caulk, flooring, and other suspect components that may be involve disturbance and/or removal of existing components prior to new construction activities. Asbestos-containing materials (ACM) will require removal prior to commencing demolition, removal, and new construction activities. This survey will comply with all applicable local, state, and federal regulations. The asbestos inspection, bulk sampling, and analytical procedures will be performed in general accordance with the Environmental Protection Agency's (EPA) interpretations, Texas Department of State Health Services (TDSHS) Asbestos Rules and guidelines of the Asbestos Hazard Emergency Response Act (AHERA).

Task 1: Field Work

Alpha Terra anticipates the fieldwork to be completed within a one (1) day period and conducted by a team of two (2) persons (Asbestos Inspector and Asbestos Inspector/Project Manager). The entire workday onsite will be nine (9) hours comprised of eight (8) hours of sampling and one (1) hour to complete paperwork for laboratory sample analysis including:

- Sampling for the presence of Asbestos (bulk samples)
- Observing, identifying, and quantifying the existing asbestos hazards and recording locations on client-provided building plans.
- Documenting, preparing, and packaging collected samples for shipping to a certified laboratory for analysis.

Task 1 Fieldwork – Asbestos Survey			
Job Classification	Hourly Labor Rate	Estimated Hours	Total
TDSHS Asbestos Inspector/PM	\$116.00	12	\$1,392.00
TDSHS Asbestos Inspector/Tech	\$86.00	12	\$1,032.00
Total			\$2,424.00

Task 1 Fieldwork - Supplies & Laboratory Analysis			
Job Classification	Rates	Estimated Units	Total
Asbestos Bulk Sample (3-day turn-around on analysis)	\$13.00	105	\$1,365.00
Survey Materials (Lump Sum)	\$61.00	1	\$61.00
Shipping (Lump Sum)	\$36.00	1	\$36.00
Total			\$1,462.00
Combined Task 1 Total			\$3,886.00

Task 2: Data Analysis and Summary

Alpha Terra personnel will review acquired and supplied analytical data and provide a summary of the findings to the designated Webb County personnel.

Task 2 Data Analysis and Summary			
Job Classification	Hourly Labor Rate	Estimated Hours	Total
TDSHS Asbestos Inspector/PM	\$116.00	1	\$116.00

TDSHS Asbestos Inspector/Tech	\$86.00	1	\$86.00
Total			\$202.00

Task 3: Draft Report Preparation

- Alpha Terra inspectors will prepare and submit a draft Asbestos Survey report, which will summarize the findings. Additionally, the report will include:
- Suspect Asbestos Bulk Sample Table
- Confirmed Asbestos-Containing Materials
- Asbestos Laboratory Analytical Report
- Inspector Licenses and Certifications
- Sample Location Maps
- Site Photographs

Alpha Terra anticipates that only electronic copies of this report are required. Additionally, Alpha Terra anticipates attending teleconference meetings associated with the submittal of the draft report.

Task 3 Draft Report Preparation			
Job Classification	Hourly Labor Rate	Estimated Hours	Total
TDSHS Asbestos Inspector/PM	\$116.00	8	\$928.00
TDSHS Asbestos Inspector/Tech	\$86.00	14	\$1,204.00
CADD / GIS Technician	\$66.51	2.5	\$166.27
Total			\$2,298.27

Task 4: Final Report Preparation

Alpha Terra inspectors will make appropriate edits, as acquired from Webb County, and submit the final Asbestos Survey report electronically.

Task 4 Final Report Preparation			
Job Classification	Hourly Labor Rate	Estimated Hours	Total
TDSHS IAC	\$138.00	1	\$138.00
TDSHS Asbestos Inspector/PM	\$116.00	2	\$232.00

TDSHS Asbestos Inspector/Tech	\$86.00	2	\$172.00
CADD / GIS Technician	\$66.51	1	\$66.51
Total			\$603.51
Grand Total (Task 1, 2, 3, & 4)			\$6,989.78

GRAND TOTAL LUMP SUM COSTS

Phase I ESA (four properties) \$11,979.00 Limited Mold Assessment \$5,931.50 Asbestos Survey \$6,989.78

Grand Total = \$ 24,900.28