

STATE OF TEXAS §

COUNTY OF WEBB §

**PROFESSIONAL SERVICES CONTRACT
WEBB COUNTY – ARDURRA GROUP, INC.
MASTER SERVICES AGREEMENT**

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.**, hereinafter referred to as "Consultant" collectively referred to as the "parties". Consultant agrees to provide professional services to County pursuant to negotiated task orders for various projects of the County (each a "Project").

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. All work done by Consultant pursuant to this Contract shall only be undertaken by the Consultant pursuant to a written Task Order approved by the County. Consultant shall NOT commence any work until Consultant has been thoroughly briefed on the scope of work as set out in a Task Order and has been notified in writing to proceed with the work, which is the subject of a Task Order, in a "Notice to Proceed". The general format of a Task Order is attached hereto as Appendix B.
- B. Consultant, in consideration of the compensation herein provided, shall render the services set forth in the Task Order 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 and the Task Order. Consultant shall complete its Services within the time period specified in the Task Order, or, if no specific time period is indicated, then within a reasonable period of time.

II. Term

This Agreement will commence upon the Effective Date and continue for one year therefrom, and will automatically renew for successive one-year periods unless a party provides the other a notice of non-renewal at least thirty (30) days prior to the expiration of the then current term. If an active Task Order issued prior to the expiration date of the Agreement remains in effect after the expiration date, this Agreement will remain in effect for the period necessary to complete the Services specified under such Task Order.

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 Contract and under any Task Order.

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.

Compensation and Payment

- A. The basis of payment for each Task Order will be as set forth therein. The basis for payment for Additional Services will be as set forth in the change order or other documentation agreed by the parties. County shall pay and the Consultant agrees to accept payment for the performance of services as set forth in the Task Order by either Lump Sum or Fixed Price. Consultant's standard hourly rates are included in Appendix A and are subject to escalation in amounts commensurate with Consultant's yearly (or other frequency) labor rate increases.
- B. Consultant may submit invoices on a monthly basis. Invoices are due and payable within 30 days of receipt. If Client fails to make any payment due Consultant within 30 days after receipt of Consultant's invoice, then Consultant may, after giving seven days' written notice to Client, suspend Services under this Agreement until Consultant has been paid in full. Plans, interim or final documents, reports and attendance at meetings will not be provided unless payment for services is current. If Consultant is performing services for the Client under multiple agreements, invoice payments must be kept current on all agreements for Services to continue.
- C. Final payment under this Contract, Task Order or settlement upon termination of this Contract shall not constitute a waiver of County's claims against the Consultant under this Contract

Additional Services

- A. If agreed by the parties, Consultant shall furnish Services in addition to those set forth in a Task Order ("Additional Services"). If the time for performance in a Task Order is changed, the orderly and continuous progress of Services is impaired, or Services are delayed or suspended, then the time for completion of Services, and the rates and amounts of Consultant's compensation, shall be adjusted equitably.
- B. Each Additional Service shall include: an updated schedule of completion for the work authorized, compensation and methods of compensation. The supplemental Task Order may contain additional instructions or provisions specific upon certain aspects of this Contract pertinent to the additional Work to be undertaken under a supplemental work authorization.
- C. CONSULTANT SHALL NOT PERFORM ANY WORK WHICH CONSTITUTES ADDITIONAL SERVICES UNTIL A CONTRACT AMENDMENT OR SUPPLEMENTAL AUTHORIZATION OR TASK ORDER AUTHORIZATION HAS BEEN APPROVED IN WRITING BY THE PARTIES AND CONSULTANT HAS RECEIVED A WRITTEN NOTICE TO PROCEED FROM COUNTY.

V. Termination of Contract and/or Suspicion of Work

- A. 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 Contract and under any Task Order.

B. 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 Contract 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.

C. Termination

- i. This Contract 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 Contract 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 Contract 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 Contract 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 contract. As soon as practicable after receipt of notice of termination, the Consultant shall submit a statement showing in detail the services performed under this contract 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 Contract, 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 a Contract to complete the work under this Contract.
- 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 Contract 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 Contract, 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 Contract 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.

D. 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 Contract 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.

E. 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.

VI. Consultant's Insurance and Warranty

- A. Consultant shall secure and maintain, at its own expense, Workers' Compensation insurance coverage for its employees performing the Work in accordance with statutory limits applicable to the State wherein the Work is completed. Consultant shall also procure and maintain General Liability, Automobile Liability and Professional Liability insurance at the limits and coverages specified below:
 - i. General Liability coverage of \$1,000,000 per occurrence, and \$2,000,000 in aggregate. General Liability coverage shall include broad-form contractual liability, personal injury, death, damage to property, and destruction of property.
 - ii. Automobile Liability coverage of \$1,000,000.

- iii. Professional Liability coverage of \$1,000,000 per claim and \$1,000,000 in aggregate.

- B. Certificates of insurance will be furnished to Client upon request.
- C. 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.
- D. Any Subcontractor(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.
- 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. 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.

VII. Successors, Assigns, and Beneficiaries

- 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.
- C. Nothing herein shall be construed to create, impose, or give rise to any duty owed by either party to any third party including any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement are for the sole and exclusive benefit of the parties and not for the benefit of any other.

VIII. 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.

IX. 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.

X. 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.

XI. 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.

XII. 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.

XIII. Independent Contractor

Consultant, in the performance of this Contract, 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.

XIV. Standard of Care

A. Consultant's Performance

- i. The standard of care for all Services performed or furnished by Consultant will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with any Services. Consultant may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards. Consultant shall not at any time supervise, direct, control, or have authority over any party's work, nor shall Consultant have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any party, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a party to comply with laws and regulations applicable to such party's furnishing and

performing of its work. Consultant neither guarantees the performance of any party nor assumes responsibility for any party's work.

- ii. Any opinion offered by Consultant of probable construction cost is made based on Consultant's experience, qualifications, and general familiarity with the construction industry. However, because Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Consultant. If Client requires greater assurance as to probable construction cost, then Client agrees to obtain an independent cost estimate. Consultant shall not be responsible for any decision made regarding construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Consultant or its consultants.
- iii. Consultant's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Consultant or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Consultant may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services. A "Constituent of Concern" means asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq. ("TSCA"); (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

B. Client Responsibilities

- i. Client shall provide available information to Consultant regarding the requirements for the Project. Consultant shall be entitled to rely upon the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Client pursuant to this Agreement. When requested by Consultant, Client will arrange access to and make provisions for Consultant to enter upon public and private property as required for Consultant to perform Services under this Agreement.
- ii. Client shall designate a representative authorized to act on its behalf with respect to the Project. Client, or such authorized representative, shall render decisions in a

timely manner pertaining to documents submitted by Consultant in order to avoid unreasonable delay in the orderly and sequential progress of the Services.

- iii. Client is alone responsible for payment to Consultant under this Agreement and such duty to pay Consultant shall not be subject to any third party agreement.
- iv. If Client designates a construction manager, agent, or an individual or entity to represent Client at the Project site and coordinate the Project, Client will define and set forth the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Consultant, but Owner remains responsible for such manager, agent, individual, or other.

XV. 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 Contract to the contrary notwithstanding, this Contract shall not create any rights or benefits on behalf of any other person not a party to this Contract, and this Contract 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 Contract and other provisions of collateral contractual agreements that are made a part hereof by reference or otherwise, the provisions of this Contract shall control.
- F. Law of Texas. This Contract 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. 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.
- H. 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.

- I. Counterparts. This Contract 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.
- J. 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.
- K. Rule of Construction. The parties hereto acknowledge that each party and its legal counsel have reviewed and revised this contract, 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 contract or any amendments or exhibits hereto.
- L. Notices. Any notice pursuant to this Contract 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 Contract shall be as follows:

Webb County:

Name: _____

Title: _____

Address: _____

Consultant: Ardurra Group, Inc.

Name: _____

Title: _____

Address: _____

And

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

- M. 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.
- N. Incorporation of Recitals, Exhibits, Amendments and/or Work Authorization and/or Supplemental Authorization. The Recitals and each exhibit, Amendment and/or Work Authorization and/or Supplemental Authorization are hereby incorporated herein by reference for all intents and purposes, provided however that in the event of a conflict between this Contract and its Exhibits,

Amendments, and/or Work Authorization and/or Supplemental Authorization this Contract shall control to the extent of such conflict.

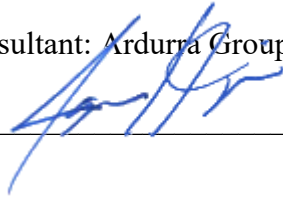
- O. Effective Date. This contract is effective as of _____, even if any signatures are made after that date.
- P. Immunity. Webb County does not waive or relinquish any immunity or defense on behalf of themselves, their trustees, commissioners, offices, employees and agents as a result of the execution of this Contract and performance of the functions and obligations described herein.
- Q. Execution of Documents. This Contract 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 Contract 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.

Webb County:

Consultant: Ardurra Group, Inc.

By: _____

By:  _____

Name: _____

Name: Ignacio Hinojosa, PE

Title : _____

Title: Client Services Manager

[Reminder of Page Intentionally Left Blank]

Scope of Work

This section outlines the scope of Services that may be provided under this contract. The Engineer shall not commence any tasks described herein without prior written authorization from the Webb County Utilities Director. Once written authorization is received, the Engineer may perform any of the following Services, including but not limited to:

- 1. Project Management**
- 2. Standard Operating Procedure Development/Updates**
- 3. Permitting and Regulatory Coordination**
- 4. Project Coordination**
- 5. Condition Assessments**
- 6. Capacity Assessments**
- 7. Asset Management**
- 8. Remedial Measures**
- 9. General Engineering**
- 10. Process Improvements**
- 11. Operations Assessments**
- 12. Rate Studies**
- 13. Capital Improvement Project Development, Design and Support**
- 14. Electrical Support Services**

RATE SCHEDULE

Engineering, Surveying, Planning:

Position	Hourly Rate
Principal	\$295.00
Senior Project Manager	\$265.00
Project Manager	\$210.00
Senior Engineer	\$190.00
Project Engineer	\$172.00
EIT III	\$150.00
EIT II	\$145.00
EIT I	\$140.00
Graduate Engineer	\$120.00
Senior CADD Technician/Designer	\$125.00
CADD Technician	\$105.00
GIS Specialist	\$140.00
Sr. Inspector	\$160.00
Sr. Environmental Project Manager	\$260.00
Environmental Specialist	\$145.00
Clerical	\$75.00
Professional Surveyor	\$225.00
Director of Survey Parties	\$165.00
SIT I	\$140.00
Field Crew (2-Man)	\$180.00
Field Crew (3-Man)	\$255.00

APPENDIX B – TASK ORDER FORM

TASK ORDER

In accordance with of the MASTER SERVICES AGREEMENT by and between Choose an item. and [Insert name of Client] (“Client”) dated _____ (“Agreement”), the parties agree as follows:

Specific Project Data

- A. Contract Number:
- B. Task Order Number:
- C. Project Name:
- D. Description:
- E. Owner (if applicable):

Date of Task Order: Click or tap to enter a date.

1. Services

2. Times for Rendering Services

3. Basis for Payment [Select Payment Method]

A. Client shall pay Consultant for Services as follows:

1. A lump sum amount of \$[•].

2. In addition to the lump sum amount, reimbursement for the following expenses:

[identify any reimbursable expenses or indicate “None.”]

B. Consultant's invoices will be based upon the estimated percentage of Services completed during the billing period.

[or]

A. Client shall pay Consultant for Services as follows:

1. An amount equal to the time charged to the Project by each class of Consultant's employees times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Services and subconsultants' charges.

B. The total compensation for Services and reimbursable expenses is estimated to be \$[•].

4. Special Terms and Conditions (if any)

Approval and Acceptance: Approval and Acceptance of this Task Order, including the attachments listed above, shall incorporate this Task Order as part of the Agreement. The clauses contained in the Agreement are incorporated by reference and remain in full force and are applicable with this Task Order.

IN WITNESS WHEREOF, the parties voluntarily and knowingly execute and agree to bind the parties to the terms of this Task Order.

[Insert name of Client]

Consultant: Choose an item.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____