

Exhibit A

October 16, 2025
SCS Proposal No. OP160105.25

Mr. Bishop P. Wagener
Environmental & Solid Waste Director
City of Laredo Landfill
6912 Highway 359
Laredo, Texas 78044

(sent via email)

Subject: Proposal for Calendar Year 2026 Air, OM&M Services, Groundwater Monitoring Well Sampling and Reporting, and Updating the Closure and Post-Closure Cost Estimates
City of Laredo Landfill

Dear Alex:

We are pleased to present this proposal to the City of Laredo to provide CY2026 Air and OM&M services. These services are sub-divided into the following tasks:

- Task 1 – Title V Reporting;
- Task 2 – Semi-Annual NSPS/NESHAP Reporting;
- Task 3 – Emission Inventory/Fee Support;
- Task 4 – GHG Reporting;
- Task 5 – Routine OM&M Services;
- Task 6 – Follow-up OM&M Services;
- Task 7 – Routine Quarterly Surface Emission Monitoring;
- Task 8 – Follow-Up Surface Emission Monitoring;
- Task 9 – Non-Routine Repair and Maintenance Service;
- Task 10 – Groundwater Monitoring Well Sampling and Reporting;
- Task 11 – Verification Groundwater Sampling;
- Task 12 – Updating the Closure and Post-Closure Cost Estimates; and
- Task 13 – Stormwater Pollution Prevention Plan (SWPPP) Updates.

SCOPE OF SERVICES

We have separated our scope of services into the following thirteen tasks.

Task 1 – Title V Reporting

Task 1 includes the preparation of the two Title V Semi-Annual Deviation Reports and the Title V Annual Compliance Certification that will be due in calendar year 2026. These submittals will be included in the same overall report with the New Source Performance Standards (NSPS)/National Emission Standards for Hazardous Air Pollutants (NESHAP) items as discussed in Task 2.

Each submittal will consist of a cover letter, a certification form that must be signed by the City, and contain the appropriate TCEQ reporting forms. We will contact you to discuss whether any potential deviations did occur during each reporting period prior to submitting any certification forms to you for your certification. Any discovered deviations will be explained and included as such in the Title V paperwork. Upon completion of all paperwork and receipt of the signed certification pages, we will transmit the submittal to TCEQ and to EPA.

Task 2 – Semi-Annual NSPS/NESHAP Reporting

The landfill is subject to both NSPS, Subpart XXX and NESHAP, Subpart AAAA control requirements. For this task, we will prepare the combined report for the two semi-annual NSPS/NESHAP reporting events due during calendar year 2026. For each semi-annual period, we will begin compiling information at the end of each six-month reporting period, and prepare a draft report for the City's review and approval. This task also includes the preparation of the NESHAP Semi-Annual report template released by EPA in 2024 that is required to be submitted with the semi-annual report through CEDRI. Upon receipt of any City comments and the City's signature certification, we will prepare the final report copies and transmit them to TCEQ with a hard copy to the City for the landfill files. The NSPS/NESHAP reporting will be combined with the required Title V permit reporting so that all of these reports are in one submittal. We will transmit the appropriate paperwork to TCEQ and submit to EPA through CEDRI.

Task 3 – Emission Inventory/Fee Support

We will perform emissions calculations for the landfill in order to file the annual emissions inventory update as required by TCEQ. All emissions inventories must be remitted to TCEQ through their online State of Texas Environmental Electronic Reporting System (STEERS). For the emissions inventory update, we will request any needed information along with our greenhouse gas (GHG) reporting. Upon receipt of the needed information and preparation of emissions calculations, we will then enter the data into TCEQ's STEERS. Upon completion of entering the CY2025 data and uploading the emissions calculations, we will notify you to coordinate both your review and certification of the inventory on to TCEQ prior to the March 31, 2026 TCEQ deadline. Our fee also includes responses as needed for typical TCEQ verification requests and questions.

Task 4 – GHG Reporting

For this work, we will prepare the required reporting associated with Federal Mandatory GHG reporting rules for CY2025 GHG emissions. This work includes the preparation and submittal of the required GHG emissions estimates and associated information required by the GHG reporting rule.

As needed, we will contact you regarding any information required to calculate CY2025 GHG emissions. Our fee for this reporting assumes that the City will provide any GHG readings we need for use in preparing the GHG report. We will utilize our XML reporting tool to report the final data to EPA. We will work with you to verify all final information as needed prior to final certification by us as your agent.

When the reporting has been completed, we will provide a memorandum for your files including backup calculation spreadsheets and pertinent assumptions. This task's fee also includes addressing EPA comments or questions on the submittal.

Task 5 – Routine OM&M Services

We operate and maintain several hundred GCCS systems for various compliance conditions which makes us highly qualified to manage your system. All data collected will be maintained in an online database to facilitate organized storage, ready access to information, and enhanced interpretation, such as the tracking of long-term trends. To facilitate regulatory compliance and to provide rapid access to monitoring results, SCS-FS has developed and uses an internet-based data system to manage LFG data. Hosted on a secure server, the data management system provides SCS-FS and The City of Laredo with readily accessible, up-to-date information on LFG collection and control system operations and monitoring results. As an internet-based solution, data duplication is eliminated as data is stored and accessed from a single, secure location. The centerpiece of the system is a customized database that stores electronic encrypted data uploaded from instruments such as the Landtec GEM-5000 and Elkins Envision gas analyzers. By using a database format, record searches and queries are efficient and easy to create. Data output is done via Microsoft Excel workbooks; a standard client report format is offered, as well as output to workbooks customized by the user.

The SCS eTools® solution is particularly useful for managing compliance monitoring results. Pending data uploads, email notices are sent automatically at the time of the upload to designated SCS data approvers. Non-compliant data is highlighted in the on-screen report and provides the approver with the information needed to begin tracking the compliance schedule responses, such as the 5-day corrective action initiation and the 15-day confirmation monitoring for extraction well exceedances as needed.

Our cost includes the setup of the SCS eTools® database with as-built information for the LFG collectors. As-built information will be provided by City of Laredo and will include at a minimum the collector identification designations, location (latitude and longitude), wellhead type and size, and past monitoring data in an electronic format such as Microsoft Excel, or GEM or Envision csv files. Our services proposed for your site are as follows:

Routine Monthly GCCS OM&M Services

Routine GCCS-related services are those services for which the scopes can be reasonably defined at the present time and estimates of costs provided. We will conduct an initial routine monitoring event which includes the 5-day corrective action re-monitoring during the initial site visit. If additional corrective action re-monitoring is required and a second follow-up monitoring event is needed to satisfy regulatory requirement those cost have been accounted for in Task 6.

Other Wellfield Monitoring and Maintenance Services

As needed, additional wellfield monitoring and maintenance services will be provided as indicated below:

- Replacement of flex hoses and monitoring ports on wells (labor only);
- Observation and monitoring of condensate sumps to verify their integrity and proper operation; and
- Observation for general landfill cover integrity and surface water drainage conditions that might impact LFG collection system operations.

As necessary, issues related to these items will be brought to the attention of landfill management prior to our personnel leaving the site and documented in the monthly report (see below).

Blower/Flare Facility Monitoring and Maintenance Services

We will perform routine blower/flare facility services (BFS) monitoring during each site visit including the following services:

- Collect BFS data (as available) including:
 - Instantaneous flow readings (from meter);
 - Total flow readings (from totalizer);
 - Overall system vacuum;
 - Blower inlet and outlet pressures;
 - Flame arrestor inlet and outlet pressures;
 - Composite LFG quality (i.e., CH₄, CO₂, O₂, and balance gas concentrations);
 - Flare temperature (from thermocouple readout);
 - Blower run time hours (from meter);
 - Blower bearing temperatures (from bearing readout); and
 - Blower amperage reading (from meter).
- Monitor and record operating status as applicable of various BFS components including:
 - Blower;
 - Motor;
 - Flare;
 - Flare control system;
 - Air compressor;
 - Propane tank; and
 - Gas analyzer.

We will also perform as necessary routine preventative maintenance of BFS components that can be accomplished on site including:

- Blower;
- Motor;
- Flare control system;
- Air compressor;
- Gas analyzer; and
- Condensate knockout(s).

This work may include:

- Tightening of hoses, valves, etc.;
- Replacement of broken sampling ports;
- Cleaning around the BFS;
- Checking/greasing motor/blower bearings; and

- Checking of gas analyzer calibration.

Blower/Flare Facility Spare Parts and Materials Inventory

If requested, we will keep an inventory of spare parts and materials onsite for the BFS (in accordance with the manufacturer's operations manuals for the blower, motor, flare, and compressor). If parts or materials in the inventory are used for maintenance or repairs, we will notify Site personnel and, upon approval, purchase replacement spare parts. We will create a list of the spare parts and materials which should be maintained at the Site.

GCCS OM&M Recordkeeping and Reporting

For monthly GCCS OM&M services, we will prepare and submit a report to the City by the end of the month following the month for which wellfield monitoring services were provided. This report will include the following information:

- Monitoring data collected at individual LFG extraction wells;
- Status of each well's compliance with operating requirements for pressure, temperature, and oxygen methane concentrations;
- Summary of operations;
- Summary of condensate sump operations;
- Cover integrity issues potentially impacting GCCS operations (if any);
- Summary of routine maintenance services performed;
- Summary of non-routine maintenance services performed; and
- Recommended additional non-routine maintenance or repair services needed (if any).

In advance of submitting the above-described report, we will compile monitoring data on the SCS eTools server and provide access for designated personnel to this data. Field data will be uploaded to SCS eTools for access and review within three workdays following collection by us. By placing data on the SCS eTools server, access will be available to personnel at all times via the Internet.

Project Management and Administration

For the above services, we will provide an adequate level of management and administration to ensure that the project runs smoothly and efficiently. Management/administrative services include scheduling of field activities, oversight of field activities, reporting of field activities, invoicing for services, and client communications.

Task 6 – Follow-up OM&M Services

Wellfield Monitoring and Maintenance Services

We will conduct monthly monitoring and adjustment of the LFG extraction wells to ensure proper balancing of the wellfield. During these services, we will document the following operational data (as appropriate) for each well:

- Static pressure;

- Differential pressure;
- System (lateral) pressure;
- LFG flow;
- LFG composition (i.e., methane (CH₄), carbon dioxide (CO₂), oxygen (O₂), balance gas);
- LFG temperature; and
- Wellhead condition (i.e., deficiencies will be noted).

During wellhead monitoring, the technician will listen for leaks. Minor leaks identified during monitoring will be repaired at the time of discovery. Leaks that cannot be fully repaired (e.g., those requiring replacement parts) will be temporarily mitigated in the field (if possible). Permanent repairs will be performed as non-routine scheduled services in accordance with the provisions specified below.

Other Wellfield Monitoring and Maintenance Services

As needed, additional wellfield monitoring and maintenance services will be provided as indicated below:

- Replacement of flex hoses and monitoring ports on wells (labor only);
- Observation and monitoring of condensate sumps to verify their integrity and proper operation; and
- Observation for general landfill cover integrity and surface water drainage conditions that might impact LFG collection system operations.

As necessary, issues related to these items will be brought to the attention of landfill management prior to our personnel leaving the site and documented in the monthly report (see below).

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 - Total flow readings (from totalizer);
 - Overall system vacuum;
 - Blower inlet and outlet pressures;
 - Flame arrestor inlet and outlet pressures;
 - Composite LFG quality (i.e., CH₄, CO₂, O₂, and balance gas concentrations);
 - Flare temperature (from thermocouple readout);
 - Blower run time hours (from meter);
 - Blower bearing temperatures (from bearing readout); and
 - Blower amperage reading (from meter).
- Monitor and record operating status as applicable of various BFS components including:
 - Blower;

- Motor;
- Flare;
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- Propane tank; and
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We will also perform as necessary routine preventative maintenance of BFS components that can be accomplished on site including:

- Blower;
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This work may include:

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GCCS OM&M Recordkeeping and Reporting

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- Status of each well's compliance with operating requirements for pressure, temperature, and oxygen methane concentrations;
- Summary of operations;
- Summary of condensate sump operations;
- Cover integrity issues potentially impacting GCCS operations (if any);
- Summary of routine maintenance services performed;

- Summary of non-routine maintenance services performed; and
- Recommended additional non-routine maintenance or repair services needed (if any).

In advance of submitting the above-described report, we will compile monitoring data on the SCS eTools server and provide access for designated personnel to this data. Field data will be uploaded to SCS eTools for access and review within three workdays following collection by us. By placing data on the SCS eTools server, access will be available to personnel at all times via the Internet.

Project Management and Administration

For the above services, we will provide an adequate level of management and administration to ensure that the project runs smoothly and efficiently. Management/administrative services include scheduling of field activities, oversight of field activities, reporting of field activities, invoicing for services, and client communications.

Task 7 – Routine Quarterly SEM

We will perform four quarterly SEM events at the site during 2026 in general accordance with NSPS/NESHAPS requirements. As required by the regulations, monitoring will be scheduled during periods of typical meteorological conditions and will provide coverage of the area served by the gas collection and control system (GCCS) installed at the site for NSPS/NESHAP compliance purposes. Up to 100 cover penetrations will also be monitored.

SEM Field Activities

Monitoring will be performed utilizing a portable methane detector meeting the requirements of the regulations. Prior to monitoring, the instrument will be calibrated in accordance with the manufacturer's guidelines. Upwind and downwind readings will be taken to complete the calibration procedure. Calibration information will be appropriately documented.

Following initial calibration, each SEM event will include the following:

- Identifying the monitoring route in the field per the SEM route map;
- Testing surface emissions continuously along the monitoring path and at surface locations where emissions might be indicated (e.g., cover erosion, vegetative distress);
- Marking, recording, and notifying landfill management of areas where methane concentrations exceeding 500 parts per million (ppm) of background were detected (if applicable);
- If requested, recommending corrective actions to remediate areas of exceedances (if applicable) such as adjustments to extraction wells; adjustments to header line flow/vacuum; cover maintenance; or installation of additional collection devices; and
- For each quarterly scan, all penetrations, which will have been determined prior to the event, will also be monitored. As required by Subpart AAAA, the GPS locations will also be logged for this event for all readings exceeding 500 ppm of background in decimal degrees with an accuracy of at least five decimal places.

SEM Recordkeeping and Reporting

We will prepare and submit a report to you summarizing all SEM activities performed and the data collected by the end of the month following the month in which monitoring is completed (including re-

monitors). This report will include the following information:

- Explanation of procedures followed in conducting monitoring, including equipment used.
- Instrument field calibration and background data.
- Documentation of SEM route and penetration exceedances including data (initial and re-monitors) and locations (as applicable).
- Identification of corrective actions implemented to address exceedances (if applicable).
- A map showing the approximate SEM route along with upwind/downwind locations and exceedance locations (if applicable).

An electronic version of the report will be submitted via email and also uploaded to SCS etools. Additional documentation of the monitoring event (e.g., field data, notes) may be maintained by us and will be made available as requested.

Task 8 – Follow-Up SEM Monitoring

Re-monitors of locations where methane concentrations exceeded 500 ppm must be performed within 10 days and at one month of initial detection of the exceedance. Exceedances will be brought promptly to the attention of landfill management to allow timely implementation of corrective actions. If a corrective action is implemented for an exceedance location at the time of the initial monitoring event, then the 10-day re-monitor will be performed that same day so that a separate mobilization for the first 10-day re-monitor will not be required. If an exceedance fails both the initial check and the 10-day check, a separate second 10-day re-monitor will be needed. As such, we are including up to three re-monitors, with a separate mobilization per re-monitor, per quarter (two 10-day re-monitor and a 1-month re-monitor). For re-monitors, up to 25 exceedance locations are included in our proposed fees.

Task 9 – Non-Routine Repair and Maintenance

Non-routine scheduled maintenance consists of corrective repairs or maintenance work on the GCCS identified during the routine visits. This work could include items such as header pipe realignment, resetting of pipe supports, repair of broken valves, replacement of torn flex hoses, repair of lateral lines, installation of replacement extraction wells, and cleaning the flame arrestor, etc.

Non-routine maintenance is essential for proper system operation; however, it is considered the type of work that can be scheduled to allow for procurement of materials, equipment, scheduling of personnel, etc. This work will be performed on a time-and-materials basis and only be performed subsequent to notification to, and authorization from City of Laredo.

Task 10 – Groundwater Monitoring Sampling and Reporting

This task covers 2026 groundwater monitoring and reporting. We understand that City personnel will conduct the gas probe monitoring. This includes sampling of 17 groundwater monitoring wells and obtaining leachate samples from both the Laredo Landfill and Ponderosa Landfill.

Groundwater Monitoring Field Sampling

A qualified field technician who is familiar with the Site will sample the groundwater wells in accordance with the site GWSAP and current practice, using the approved dedicated pumps. In

addition, as a part of this task, leachate samples will be collected from both the Laredo and Ponderosa Landfills. A letter report will be completed for the Ponderosa Landfill leachate sample.

Groundwater Monitoring Reporting

The scope includes preparing and submitting the report that is a requirement of Subchapter J rule 30 TAC 330.407(c). The report will include all State-required forms and statistical analysis. A cover letter will summarize all activities.

Task 11 – Verification Groundwater Resampling

If an exceedance of Background Evaluation Data limits is encountered, SCS will complete an evaluation of the data to determine if verification resampling is required or if an Alternate Source Demonstration can be completed. In either case, a report will be submitted to the TCEQ summarizing the approach and a path forward. This task will only be completed if the limits are exceeded in any well.

Task 12 – Updating the Closure and Post-Closure Cost Estimates

We will prepare an update of the letter addressing the Closure and Post-Closure Cost Estimates for the City of Laredo's Municipal Solid Waste Landfill. The scope of work will include the following:

- Review of the most recent closure cost estimates and post-closure (C/PC) cost estimates. This will include the following:
 - C/PC estimates approved by the TCEQ with the issuance of the permit modification in September 2017 for City of Laredo Landfill.
 - SCS' recent updates of the C/PC cost estimate.
 - We will communicate with you regarding the current status of the landfills to confirm that nothing has materially changed since the most recent permit modification application was developed.
- Review of pertinent information regarding the TCEQ's annual inflation factors;
- Developing draft letters for the landfill to the City summarizing the updated C/PC cost estimates and related landfill capacity consumed and capacity remaining;
- Addressing comments that the City may have on the draft letters;
- Finalizing the letters to the City summarizing the updated C/PC cost estimates and related landfill capacity consumed and capacity remaining. These letters will be signed and sealed by a professional engineer who is registered in the state of Texas; and
- Updating the C/PC cost estimates after the state releases their official inflation factor for the year.

Task 13 – Stormwater Pollution Prevention Plan (SWPPP) Update

Update SWPPP and Notice of Intent (NOI) Renewal

On August 14, 2026, the Multisector General Permit (MSGP) to discharge under the Texas Pollutant Discharge Elimination System will expire. Therefore, this task includes the preparation of an updated Stormwater Pollution Prevention Plan (SWPPP) for City of Laredo Landfill to comply with the new MSGP.

The SWPPP will be updated using a document format developed by SCS for similar facilities. SCS will provide the City with a draft copy of the completed SWPPP in electronic format for internal review before creating hard copies for distribution to the Landfill. Our proposal assumes that one hard copy of the final SWPPP will be provided to the City along with one electronic copy (in MS Word, AutoCAD and PDF formats). One hard copy will be prepared in a tabbed binder with reporting forms suitable for long term recordkeeping at the Landfill.

Additionally, SCS will prepare a Notice of Intent (NOI) renewal application for coverage under MSGP for the facility. This form and the required application fee will be completed online through TCEQ's State of Texas Environmental Electronic Reporting System (STEERs). Once the forms are completed online, the NOI will need to be executed by a City representative online through the TCEQ STEERs program. In view of this requirement, we have included this application fee in our fee estimate. SCS will provide the client with completed hard and electronic copies of the NOI to be included in the SWPPP.

Construction SWPPP

SCS will prepare a SWPPP for construction of the Household Waste and E-Waste Collection Facility at the Landfill. The Texas Pollutant Discharge Elimination System (TPDES) General Permit No. TXR150000 (General Permit) provides authorization for point discharge of stormwater associated with construction activity. In accordance with Section 402 of the Clean Water Act and Chapter 26 of the Texas Water Code, Construction sites that discharge stormwater associated with construction activity located in the state of Texas may discharge to surface water in the state only according to monitoring requirements and other conditions set forth in the General Permit, as well as the rules of TCEQ, the laws of the State of Texas, and other orders of the Commission of the TCEQ.

Since the area of disturbance associated with Household Waste and E-Waste Collection Facility is greater than 1 acre and the site meets the definition of "operator," in accordance with Part I, Section A of the General Permit, a SWPPP must be implemented at the landfill prior to any land disturbance. As such, SCS will prepare a SWPPP in accordance with Part III of the General Permit, to include the following information:

- List of potential pollutant sources that may reasonably be expected to affect the quality of stormwater discharge from the landfill;
- Site-specific information to include SWPPP team members, permitted stormwater outfalls, pollution prevention measures and controls (i.e. best management practices [BMPs] and spill prevention and response procedures); and
- Facility site map identifying drainage areas, potential pollutant sources, and proposed BMPs to be installed and maintained during construction.

Additionally, we will create a TCEQ Small Construction Site Notice. The Site Notice will be posted on-site and be used to notify the City of Laredo Municipal Separate Storm Sewer Systems (MS4), to address the discharge of stormwater associated with the construction of the Household Waste and E-Waste Collection Facility. Since the area of disturbance is less than 5 acres, no NOI submittal will be required for TCEQ.

FEE AND SCHEDULE

We propose to provide the above services on a lump sum basis for the fees provided below.

Task	Description	Frequency	Unit Fee	Unit Events	Total
1	Title V Reporting	Semi-Annual	\$1,380	2	\$2,760
2	Semi-Annual NSPS/NESHAP Reporting	Semi-Annual	\$4,450	2	\$8,900
3	Emission Inventory/Fee Support	Annual	\$2,500	1	\$2,500
4	GHG Reporting	Annual	\$4,160	1	\$4,160
5	Routine OM&M Services	Monthly	\$5,525	12	\$66,300
6	Follow-up OM&M Services	Monthly	\$1,950	6	\$11,700
7	Routine Quarterly SEMs	Quarterly	\$6,825	4	\$27,300
8	Follow-Up SEM Monitoring	Per Event	\$1,950	12	\$23,400
9	Non-Routine Repair and Maintenance	On-Call	\$30,000	1	\$30,000
10	Groundwater Monitoring Sampling and Reporting	Annual	\$42,000	1	\$42,000
11	Verification Groundwater Resampling	On-Call	\$13,500	1	\$13,500
12	Updating the Closure and Post-Closure Cost Estimates	Annual	\$2,730	1	\$2,730
13	General MSGP SWPPP	Per Event	\$4,500	1	\$4,500
	Construction SWPPP	Per Event	\$3,000	1	\$3,000
Total:					\$242,750

The schedule regarding each task, all submittals in Tasks 1 through 4 and 13 are set from regulatory schedules, and we will track all of these deadlines so that we can work with you to meet them. Task 5 will be completed on a monthly basis for the year. Task 7 will be completed quarterly in coordination with site personnel. Task 8 will be provided as needed throughout 2026 (up to three events per quarter) and until all reports are completed. Tasks 6, 8, 9, and 11 will be utilized on an as-needed basis. Task 10 will be completed on an annual basis for the year, and monthly percent complete basis. Task 12 will be completed within 30 days of notice-to-proceed.

ASSUMPTIONS

Our cost is based on the following assumptions and conditions:

OM&M Monitoring

- SCS-FS will upload collected data via encrypted files through i-comm instrument communicator directly to SCS eTools® within 24 hours of data collection.
- The City of Laredo will inform SCS-FS of the operational standards per the GCCS Design Plan as related to the current regulatory requirements for each site as well as provide updates as they become effective.
- All permits (environmental, labor, structural, electrical, etc.) will be provided by The City of Laredo.
- Compliance monitoring will typically be provided by a one or two-man crew; a
- Unrestricted site access for personnel, equipment and materials to enable completion of the work.

- This Proposal is based on utilization of non-prevailing wage and non-union workers.
- The scope of work, labor schedule, and compensation for this proposal was developed assuming that field personnel would perform routine services Monday through Friday during regular working hours (7 am to 5 pm).
- Work will be performed in OSHA Level D protection and in accordance with the SWANA Landfill Gas Management Division, "A Compilation of Landfill Gas Field Practices and Procedures", published in August 2011. Additional health and safety requirements can be provided with an adjustment in our price.
- The City of Laredo will provide the first response team to any emergency call out. Should additional assistance be required, SCS-FS and The City of Laredo will schedule this work accordingly.
- Wellheads are in suitable condition for monitoring with a Landtec GEM 5000 or equivalent.
- Monitoring locations are clearly marked and easily identifiable.
- Paths and roadways for ingress/egress to all monitoring locations shall be maintained and cleared of vegetation to allow for safe access.
- Probe Monitoring is not included as part of this proposal.
- All materials for the spare parts inventory will be provided by The City of Laredo.
- The City of Laredo will provide SCS-FS with site plans, GCCS design plans, reports, and manuals that might facilitate completion of the required scope of services. If available, any drawings (e.g., well layout plan) will be provided as pdf files.
- The City of Laredo will keep SCS-FS apprised of any abandonments or additional monitoring points added.
- All reports will be provided in standardized formats currently utilized by SCS-FS; however, minor changes to the reports as specified by The City of Laredo will be made.
- This proposal does not include provisions for additional reporting and/or analysis that may be required by The City of Laredo or a regulatory body. Additional reporting, if requested by The City of Laredo, will be performed on a time and materials basis.
- No regularly scheduled meetings between of The City of Laredo and SCS-FS have been accounted for in the scope of services.
- SCS-FS takes no responsibility for the overall quality of the LFG collected from the GCCS in regards to trace components.
- SCS-FS takes no legal responsibility for any of the potential hazards associated with condensate from the GCCS and/or its disposal. If removal and off-site disposal of condensate is required, then it will be managed directly by others. SCS-FS may assist with coordination and management of condensate and leachate removal operations if requested.
- This proposal does not include the cost of propane or nitrogen at the blower/flare station.
- This proposal was formulated based on the well count provided. An increase in monitoring points added will require an adjustment to monthly fee.

Surface Emissions Monitoring:

- SEM services will typically be accomplished by a two-man crew with monitoring equipment and hand tools expected to be needed to complete the work. During initial surface scan monitoring, the technicians will walk the entire SEM route; however, an ATV may be utilized to access penetrations and exceedance locations for re-monitors.
- Quarterly SEM monitoring services are anticipated to be performed on consecutive days. The total duration for routine field activities each quarter is expected to be two to three days depending on site conditions.
- Weather and site conditions will be suitable for completing the work in accordance with the proposed schedule.
- Cover vegetation will be maintained at the site so as not to impede the technicians and so as to allow the probe tip of the monitoring instrument to be kept a distance of two to four inches above the ground during monitoring in accordance with regulatory requirements.
- In the event of an exceedance, if the 10-day SEM re-monitor can be performed in conjunction with the initial SEM event as noted above, then there will be no additional charge for that monitoring. Should a separate mobilization be required for the first 10-day re-monitor, then a re-monitoring cost (which applies also to the second 10-day [if applicable] and one-month re-monitors) will be charged for each event (see Fee section of this proposal).
- Follow-up monitoring (re-monitor) costs are based on re-monitoring of no more than 50 exceedance locations per event.
- We will not be responsible for implementing corrective actions to address exceedances unless directed to do so by on-site personnel, in which case work will be provided as non-routine services.
- All reports will be provided in standardized formats currently utilized by us; however, minor changes to the reports as specified by you will be made.
- No regularly scheduled meetings between us have been accounted for in the scope of services; however, it is anticipated that our technician may meet with your personnel on site when performing services.
- Any non-special wastes generated in the course of providing the above-described services may be disposed at the site.

Non-Routine Repair and Maintenance

- No delays in groundwater monitoring due to weather; and
- No additional sampling or reporting are included.

We appreciate this opportunity to present this proposal for your consideration. If you have any questions, please feel free to contact Isabella Aguirre at (817) 358-6103.

Mr. Bishop P. Wagener
October 16, 2025
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Sincerely,



Isabella Aguirre
Sr. Project Professional
SCS Engineers
TBPE Registration No. F-3407



Jason Lewallen
Vice President/Regional OM&M Director
SCS Field Services

Attachment

cc: Gil Gabaldon, P.G., SCS Engineers
J. Roy Murray, P.E., SCS Engineers
Ryan Kuntz, P.E., SCS Engineers

PROFESSIONAL SERVICES CONTRACT

STATE OF TEXAS

COUNTY OF WEBB

CITY OF LAREDO

Contract to Provide Professional Engineering Services

PROJECT NAME: *Calendar Year 2026 Air, OM&M Services, Groundwater Monitoring Well Sampling and Reporting, and Updating the Closure and Post-Closure Cost Estimates for City of Laredo Landfill*

This Contract made and entered into in Laredo, Webb County, Texas, between the City of Laredo, a Municipal Corporation in the State of Texas, hereinafter termed "CITY", and

SCS Engineers

hereinafter termed "CONSULTANT," a professional firm duly licensed and practicing under the laws of the State of Texas, said Contract being executed by the CITY pursuant to the City Charter and Ordinances and Resolutions of the City Council and by said CONSULTANT for professional services hereinafter set forth in connection with the above designated project for the City of Laredo.

- I.** The CONSULTANT shall NOT commence work on this proposed Project until he has been thoroughly briefed on the scope of this Project and has been notified in writing to proceed.

The CONSULTANT, in consideration for the compensation herein provided, shall render the professional services contract necessary for the development of the Project to final completion, per **Exhibit "A"** Production Schedule including designs, reports, and special and general conditions or instructions, as acceptable to the CITY, or its duly authorized representative, subject to all other provisions of this Contract.

The CONSULTANT shall be represented by a registered professional licensed to practice in the State of Texas at any review meetings where specifically requested by the CITY, which may include 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 Plans submitted for review shall bear the seal of a registered professional, as required.

II. Basic Services:

The CONSULTANT shall perform his obligations and Basic Services necessary for the development of the project as described, but not limited to, in **Exhibit "A," Scope of Services**. The Scope of Services provides a description of all tasks required to perform the project and is based on the understanding of the CITY's desires and objectives for this project.

Services provided by the Consultant under this Agreement will be performed in a manner consistent with that

degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances (the Standard).

III. Personnel:

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

IV. Period of Performance:

Contract time is to be on a fast track basis.

If upon review of the work, corrections, modifications and/or alterations are required of the CONSULTANT, these items shall be completed by the CONSULTANT before the work is approved. However, the CITY shall authorize extensions of the time should there be delays due to reasons beyond the control of the CONSULTANT. Such time extensions shall be equivalent to the amounts of delays incurred. Review time by the CITY will not be charged against CONSULTANT's contract time.

In the performance of the various phases of this contract the CONSULTANT shall contact the various utility coordinators for request of the most current available utility records; and the CITY and other governmental entities for particular or peculiar problems which may arise.

The CONSULTANT shall not be liable or responsible for 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 the 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 the CITY stating the reason for such extension and the actual or estimated time thereof.

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.

The CONSULTANT shall furnish upon completion of the work herein described in the "Scope of Services".

V. Compensation and Payment:

The CITY shall pay CONSULTANT for the performance of services as out-lined in this Contract, a fee computed on the basis of an hourly billing rate for all of the CONSULTANT's personnel engaged on the work, plus reimbursable expenses. The hourly billing rates shall be in accordance with billing schedule in **Exhibit A**. Reimbursable expenses shall include costs for travel, public meetings, reproduction of reports and exhibits, and miscellaneous expenses directly related to the project.

An amount of two hundred forty-two thousand two hundred fifty dollars (\$242,750) will not be exceeded without written authorization by the CITY. Said fee will include payroll costs and direct non-labor expenses.

See Exhibit "A" for compensation.

Monthly billings on duly certified work, which is work certified for payment to employer and principles, and

expense evidenced by invoices for work performed during the preceding four week accounting period will be submitted to the CITY during the course of the project.

Compensation for additional services which may be required of the Consultant shall be paid as a lump sum amount agreed to through re-negotiation if the Scope of Services described in the original contract is changed.

Once a month, the CONSULTANT shall submit to the CITY a Partial Request for Payment filled out and signed by the CONSULTANT covering the work completed as of the date of the Partial Request for Payment, and accompanied by such supporting documentation as is required by the Contract documents. CITY shall retain Zero Percent (0%) of the amount of each partial payment. Final payment shall be made by the CITY to the CONSULTANT upon submission of all completion of project documentation, and one set of "As-Built" reproduces, acceptance of the project and Form Letter for Engineering Completion Report.

VI. Additional Services:

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:

- a. Travel and subsistence to points other than CONSULTANT's or CITY offices and project site.
- b. Copies of final reports, studies, drawings and other data in excess of sets required in Basic services.
- c. Other services not otherwise included in this contract or not customarily furnished in accordance with generally accepted engineering practice.

THE CONSULTANT SHALL NOT PERFORM ANY WORK WHICH CONSTITUTES ADDITIONAL SERVICES UNTIL IT HAS RECEIVED WRITTEN AUTHORIZATION FROM THE CITY.

VII. Termination and/or Suspension of Work:

A. Right of Either Party to Terminate:

This Contract may be terminated by either party for substantial failure by the other party to perform (through no fault of the terminating party) in accordance with the terms of this Contract. The terminating party must issue a signed, written notice of termination (citing this paragraph) to the other party which shall take effect on the tenth day following receipt of said notice, provided the other party has not cured the substantial failure to perform.

B. Right of CITY to Terminate:

The City of Laredo reserves the right to terminate this Contract for reasons other than substantial failure by the CONSULTANT to perform by issuing a signed, written notice of termination (citing this paragraph) which shall take effect on the twentieth day following receipt of said notice or, after receipt of said notice and upon the scheduled completion date of the performance phase in which the CONSULTANT is then currently working, whichever effective termination date occurs first.

C. Right of CITY to Suspend Giving Rise to Right of CONSULTANT to Terminate:

The City of Laredo 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. Equitable adjustments to the terms of the contract will be addressed in the event the duration of the suspension exceeds ninety (90) days.

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

D. Procedures CONSULTANT to follow upon receipt of Notice of Termination if issued by the CITY:

Upon receipt of a notice of termination and prior to the effective date of the termination, the CONSULTANT shall, unless the notice otherwise directs, immediately begin the phase-out and discontinue all services in connection with the performance of this Contract and shall proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Contract. Within thirty (30) days after receipt of the notice of termination, the CONSULTANT shall submit a statement, showing in detail the services performed under this Contract prior to the effective date of termination.

Copies of all completed or partially completed specifications and reproducibles of all completed or partially completed design and plans prepared under this Contract prior to the effective date of termination shall be delivered to the CITY as a pre-condition to final payment. These documents shall be subject to the restrictions and conditions set forth in VII above.

Upon the above conditions having been met, the CITY shall pay within thirty (30) days of the receipt of the CONSULTANT's invoice 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.

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.

E. Procedures CONSULTANT to follow upon receipt of Notice of Suspension if issued by the CITY:

1. 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.
CONSULTANT shall prepare a statement showing in detail the services performed under this

Contract prior to the effective date of suspension.

Copies of all completed or partially completed designs, plans and specifications prepared under this Contract prior to the effective date of suspension shall be prepared for possible delivery to the CITY but shall be retained by the CONSULTANT until such time as CONSULTANT may exercise the right to terminate.

During the period of suspension, CONSULTANT shall have the option to at any time submit the above referenced statement to the City 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.

2. 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 the CITY of CONSULTANT's notice of termination CONSULTANT shall submit (if it 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.

Additionally, the above referenced copies of documents shall be delivered to the CITY as a pre-condition to final payment.

Upon the above condition being met, the CITY 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.

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.

VIII. CONSULTANT's Insurance and Warranty:

Insurance: The CONSULTANT shall procure and maintain insurance (see **Exhibit "B"**) 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 therefrom; and as required below, in all policies, the City shall be named as an additional insured.

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, the City shall have the right to terminate this contract under the provisions of VII above.

All policies shall comply with CITY's insurance requirements as listed on its web site and in **Exhibit "B"** incorporated herein. All policies shall include the following provisions: 1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability. 2. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions. 3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation policy, and all liability policies. 4. The professional liability carrier will only endorse the policy for 30 days notice of cancellation. 5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (30) days' notice prior to cancellation or non-renewal of the insurance. 6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.

PROFESSIONAL shall, at its own expense, purchase, maintain and keep in force throughout the duration of this Agreement and for a period of four (4) years thereafter the following minimum insurance:

- A. Commercial general liability insurance, including personal injury liability, blanket contractual liability, and broad form property damage liability in an amount of not less than \$1,000,000.
- B. Automobile bodily injury and property damage liability insurance with a limit of not less than \$1,000,000.
- C. Statutory workers' compensation and employers' liability insurance as required by state law.
- D. Professional liability insurance (Errors and Omissions) with a limit of \$1,000,000 per claim/annual aggregate.

PROFESSIONAL shall provide CITY with proof of insurance required hereunder prior to commencing work for CITY and CITY shall be named as an additional insured on the policy. PROFESSIONAL shall provide CITY with written notice of any coverage limit change on the insurance. Such policies shall name CITY, its officers, and employees as an additional insured and shall provide for a waiver of subrogation against CITY. PROFESSIONAL shall insure that all subcontractors comply with the same insurance requirements.

IX. Changes in Scope of Services:

The CITY, may, from time to time, request changes in the approved plans and 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.

X. Subletting or Assigning of Contract:

The "CITY" does not allow, permit, negotiate, authorize nor approve any assignment of contract proceeds between the "CITY", the "CONSULTANT", and/or with a bank, lending institution or any type of financial institution either before, during or after a contract award.

The "CITY" agrees to pay the "CONSULTANT" for specified services as stated in the agreed contract.

The "CITY" does not agree to pay any additional party either jointly or separately for the contract.

Assignability. The parties hereby agree that CONSULTANT may not assign, convey or transfer its interest, rights and duties in this Agreement without the prior written consent of CITY.

Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors.

Independent Contractor. In performing the services under this Agreement, CONSULTANT is acting as an independent contractor. No term or provision hereof be construed as making CONSULTANT the agent, servant, or employee of CITY or as creating a partnership or joint venture relationship between CONSULTANT and CITY.

XI. CONSULTANT's Responsibility & Liability:

Acceptance and approval of the final plans by the CITY shall not constitute nor be deemed a release of the responsibility and liability of the Consultant for the accuracy and competency of its designs, working drawings, specifications, or other documents and work performed under this contract. No approval or acceptance by or in behalf of the CITY shall be deemed to be an assumption of such responsibility by the CITY for any defect, error, or omission in the said designs, working drawings, specifications or other documents as prepared by the CONSULTANT.

The CONSULTANT further agrees to perform any re-designs, required as a result of the CONSULTANT's development of the designs, plans, specifications, or documents which are a result of CONSULTANT's negligence.

Re-designs required or occasioned after completion and acceptance by CITY of the Design Phase, for the convenience of the CITY shall be paid for as provided and prescribed hereinafter under Additional Services of the CONSULTANT.

XII. Indemnification:

TO THE FULLEST EXTENT ALLOWABLE UNDER TEXAS LAW, CONSULTANT SHALL AND DOES HEREBY AGREE TO COMPARATIVELY AGREE TO INDEMNIFY AND HOLD HARMLESS THE CITY FROM ANY AND ALL DAMAGES, LOSS OR LIABILITY OF ANY KIND, WHATSOEVER, BY REASON, OF INJURY TO THIRD PERSON TO THE EXTENT CAUSED 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 CONSULTANT SERVICES WITH REGARD TO THE PERFORMANCE OF THIS CONTRACT.

CONSULTANT DOES HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, INDEMNIFY, AND HOLD HARMLESS CITY, ITS CITY COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS, FROM AND AGAINST ALL

LIABILITY, CAUSES OF ACTION, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR SUITS, WHICH MAY ARISE BY REASON OF DEATH OR INJURY TO PERSONS OR PROPERTY, CAUSED BY OR RESULTING FROM THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONSULTANT OR SUPPLIER COMMITTED BY CONSULTANT, ITS AGENTS, OR CONSULTANTS UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH CONSULTANT EXERCISES CONTROL, SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE § 271.904 AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002 (b) AND CONSULTANT WILL, AT ITS OWN COST AND EXPENSE, DEFEND AND PROTECT CITY AGAINST ANY AND ALL SUCH CLAIMS AND DEMANDS.

THE INDEMNIFICATION UNDER THIS SECTION SHALL INCLUDE REASONABLE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS IN PROPORTION TO CONSULTANT'S LIABILITY.

CONSULTANT'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY CONSULTANT UNDER THIS AGREEMENT. THIS SECTION (INDEMNIFICATION) SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

XIII. 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.

XIV. 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.

XV. Owner of Documents:

All documents including the original 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 the CITY 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 at CITY'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 the CITY and CONSULTANT.

XVI. 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. Specifically, the CONSULTANT agrees to abide by all applicable provisions of the Non-discrimination Clause as

contained in the City of Laredo's current Affirmation Action Plan on file in the City Secretary's Office. In the event non-compliance occurs, the CONSULTANT, upon written notifications by the CITY will commence compliance procedures within thirty (30) days.

XVII. Political Interests in this Contract:

No employee of the CITY 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.

XVIII. CONSULTANT represents that the services under this Agreement shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other professional CONSULTANT under similar circumstances at the time the services are performed. No other representations to CITY express or implied, and no warranties or guarantees are included or intended in the Agreement, or in any report, opinion, document or otherwise.

CONSULTANT shall be responsible to CITY for CONSULTANT services and the services of its subcontractors. CONSULTANT shall not be responsible for the acts or omissions of other parties engaged by CITY. CONSULTANT shall have no responsibility for construction means, methods, sequences, techniques or health and safety precautions and programs of the Construction Contractor(s), including construction site safety, all of which shall remain the sole responsibility of the Construction Contractor(s).

XIX. CONSULTANT will review information provided by the construction contractor that is incorporated in record drawings or other record documents. CONSULTANT or authorized representative will verify with the contractor the information presented in field mark-ups for accuracy, completeness and compliance with CONSULTANT designed plans and specifications before producing final as built information.

XX. CONSULTANT opinion of probable project costs represents the CONSULTANT's best judgment as an entity familiar with the construction industry. CONSULTANT does not warrant or represent that bids or negotiated prices will not vary from CONSULTANT's opinion of probable project costs.

XXI. CITY grants to CONSULTANT, and, if the project site is not owned by CITY, warrants that permission has been granted for, a right of entry from time to time by CONSULTANT, its employees, agents and subcontractors, upon the project site for the purpose of providing the Services. CITY recognizes that the use of investigative equipment and practices may unavoidable alter the existing site conditions and affect the environment in the area being studied, despite the use of reasonable care. **CITY Not**

Obligated to Third Parties. CITY shall not be obligated or liable hereunder to any party other than CONSULTANT.

Final Decisions. Serving as a CONSULTANT to CITY, CONSULTANT shall advise all parties that final decisions shall be made by the City Council and/or City Manager.

Governing Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any action brought to interpret or enforce the terms of this Agreement shall lie in Webb County, Texas.

No Third-Party Beneficiary. For purposes of this Agreement, including its intended operation and effect, the parties specifically agree and contract that: (1) this Agreement only affects matters/disputes between the parties to this Agreement, and is in no way intended by the parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entities may be in a contractual relationship with CITY and CONSULTANT, or both; and (2) the terms of this Agreement are not intended to release, either by contract or operation of law, any third person or entity from obligations they owe to either CITY or CONSULTANT.

Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

HB 89 and SB 252 Certifications. If this Agreement provides for payment to CONSULTANT of over \$100,000, CONSULTANT hereby certifies that it does not and will not boycott Israel during the term of this Agreement in accordance with Chapter 2270, Texas Government Code. Additionally, CONSULTANT hereby certifies that it is not included on the website of the Texas Comptroller for entities doing business with foreign terrorist organizations pursuant to Chapter 2252, Texas Government Code.

Conflicts of Interest. By signature of this Agreement, CONSULTANT warrants to CITY that it has made full disclosure in writing of any existing conflicts of interest or potential conflicts of interest, including business or personal financial interests, direct or indirect, in property abutting the proposed project and business relations with abutting property owners, or with elected officials or employees of CITY. CONSULTANT further warrants that it will make disclosure in writing of any conflicts of interest that develop subsequent to the signing of this Agreement and prior to final payment under the Agreement. CONSULTANT warrants that it has submitted to CITY a completed Conflicts of Interest Questionnaire as required by Chapter 176 of the Texas Local Government Code.

Government Code Chapter 2274 Certification If this Agreement provides for payment to CONSULTANT of over \$100,000 and if CONSULTANT employs ten or more people full-time, then CONSULTANT, by signing below, certifies that:

1. CONSULTANT does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and
2. CONSULTANT will not discriminate during the term of this Agreement against a firearm entity or firearm trade association as those terms are defined in Texas Government Code, Chapter 2274.

Authority to Sign. The parties hereby warrant and represent that the undersigned persons have full authority and are duly authorized to sign on behalf of their respective principals and that such principals have duly authorized the transaction contemplated by this Agreement.

XXIII. Entire Contract:

This Contract represents the entire and integrated Contract between the CITY and the CONSULTANT and supersedes all prior negotiations, representations, or Contracts, either oral or written. This Contract may be amended only by written instrument signed by both the CITY and CONSULTANT.

IN WITNESS WHEREOF, the City of Laredo has lawfully caused those presents to be executed by the hand of the City Manager of said CITY, and the corporate seal of said CITY to be hereunto affixed and this instrument to be attested by the City Secretary, and this CONSULTANT, acting by the hand of Ryan Kuntz

Thereunto authorized Vice President
does now sign, executed and deliver this document.

DONE AT LAREDO, TEXAS, on this 16 day of October 2025.

Isabella Aguirre

ATTEST:

Isabella Aguirre, Project Professional

CONSULTANT


Authorized Signature

Ryan Kuntz, Vice President
SCS Engineers

ATTEST:

CITY OF LAREDO

City Secretary

Joseph Neeb
City Manager

Date: _____

Date: _____