

PROFESSIONAL SERVICES CONTRACT

STATE OF TEXAS

COUNTY OF WEBB

CITY OF LAREDO

Contract to Provide Engineering Services

PROJECT NAME: PHASE I: MANHOLE REHABILITATION PROGRAM

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

Ardurra Group, Inc.
6909 Springfield Ave., Ste. 303
956-462-5511

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 **Attachment "B"** 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 **Attachment "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.

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 as specified in Attachment "B."

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 deliverables upon completion of the work herein described in the "Scope of Services" in Attachment "A."

V. Compensation and Payment:

The CITY shall pay CONSULTANT for the performance of services as outlined 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 I**. Reimbursable expenses shall include costs for travel, subsistence, telephone, reproduction of reports and exhibits, computer time charges, and miscellaneous expenses directly related to the project.

An amount of **\$132,060 One-Hundred and Thirty-Two Thousand and Sixty** will not be exceeded without written authorization by the CITY. Said fee will include payroll costs and direct non-labor expenses. **See Attachment "C" 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 on a Lump Sum basis for an amount agreed to through negotiation if the Scope of Services described in the original contract is changed. **See Attachment "C" Compensation for Additional Professional Services.**

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. The Partial Request for payment shall not exceed 90% of the total amount certified for payment. CITY shall retain 10% of the amount of each partial payment until final completion each phase of work covered under his contract. Therefore, final payment shall be 10% of the total construction phase amount, or \$3,000 whichever is greater, and which payment is to be made by the CITY to the CONSULTANT upon submission of all completion of project documentation, and one set of "As-Built" reproducible (upon request), 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. PHASE II BIDDING AND CONSTRUCTION PHASE SERVICES – Cost (TBD)

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 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.

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.

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.

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:

CONSULTANT shall and does hereby 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 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 the CITY against any and all such claims and demands. The CONSULTANT's liability to the CITY under this provision shall in no event exceed the amount of the total compensation received by the CONSULTANT for services hereunder.

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.

XXII. Consequential Damages:

Neither party shall be liable to the other for consequential damages, including, without limitation, loss of use or loss of profits, incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.

XXIII. Additional Federal Requirements:

CONSULTANT acknowledges that federal funds are being used for this contract and agree to follow all additional and or applicable including, but not limited to those provisions specified in Attachment E.

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 present 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 Ignacio Hinojosa, PE.

Thereunto authorized Ardurra Group, Inc. does now sign, executed and deliver this document.

DONE AT LAREDO, TEXAS, on this _____ day of _____ 2025.

ATTEST:



Tammy Tijerina
Administrative Assistant
Ardurra Group, Inc.

Date: 10/29/2025

CONSULTANT:



Ignacio Hinojosa, P.E.
Client Services Manager
Ardurra Group, Inc.

Date: 10/29/2025

ATTEST:

Mario I. Maldonado
City Secretary

Date: _____

CLIENT:

Tareq Al-Zabet, PhD
Utilities Director

Date: _____

ATTEST:

Doahn T. "Zone" Ngyuen
City Attorney

Date: _____

CITY OF LAREDO

Joseph Neeb
City Manager

Date: _____

EXHIBIT "I"
HOURLY RATE

PROJECT: PHASE I: MANHOLE REHABILITATION PROGRAM

The per diem and miscellaneous expense charges for Engineering, Architecture, Drafting, Surveying, and Planning Services are based on the following hourly rates:

Engineering, Planning:

Principal	\$280.00/hr.
Senior Project Manager III	\$260.00/hr.
Senior Project Manager II	\$245.00/hr.
Senior Project Manager I	\$240.00/hr.
Project Manager III	\$225.00/hr.
Project Manager II	\$220.00/hr.
Project Manager I	\$200.00/hr.
Senior Engineer II	\$230.00/hr.
Senior Engineer I	\$205.00/hr.
Project Engineer IV	\$200.00/hr.
Project Engineer III	\$190.00/hr.
Project Engineer II	\$180.00/hr.
Project Engineer I	\$170.00/hr.
Project Architect III	\$200.00/hr.
Project Architect II	\$185.00/hr.
Project Architect I	\$170.00/hr.
Engineer V	\$165.00/hr.
Engineer IV	\$155.00/hr.
Engineer III	\$145.00/hr.
Engineer II	\$130.00/hr.
Engineer I	\$110.00/hr.
Senior Designer III	\$160.00/hr.
Senior Designer II	\$150.00/hr.
Senior Designer I	\$140.00/hr.
Designer III	\$135.00/hr.
Designer II	\$130.00/hr.
Designer I	\$120.00/hr.
Senior CADD Technician III	\$125.00/hr.
Senior CADD Technician II	\$120.00/hr.
Senior CADD Technician I	\$115.00/hr.
CADD Technician IV	\$110.00/hr.
CADD Technician III	\$105.00/hr.
CADD Technician II	\$100.00/hr.
CADD Technician I	\$ 95.00/hr.
Professional Geoscientist	\$150.00/hr.
Safety/ Environmental Technician II	\$120.00/hr.
Safety/ Environmental Technician I	\$110.00/hr.
Environmental Scientist.....	\$125.00/hr.
Construction Observer IV	\$165.00/hr.
Construction Observer III	\$130.00/hr.
Construction Observer II	\$120.00/hr.

Construction Observer I	\$110.00/hr.
Clerical III	\$100.00/hr.
Clerical II	\$ 90.00/hr.
Clerical I	\$ 75.00/hr.

Survey :

Professional Surveyor III	\$240.00/hr.
Professional Surveyor II.....	\$225.00/hr.
Professional Surveyor I	\$195.00/hr.
Director of Survey Parties.....	\$165.00/hr.
Surveyor in Training.....	\$140.00/hr.
Field Crew (2-Man)	\$100.00/hr.
Field Crew (3-man).....	\$ 95.00/hr.

Reproduction work - Prevailing commercial rates; Mileage - current IRS rate per mile; Per diem – current IRS rate; Subcontractors, Consultants, etc. - Cost plus 10%; All other expenses - Cost plus 10%

Charges are due and payable within twenty (20) days after receipt of the invoice. Late payment may be charged an interest rate of 1.5% per month of the unpaid balance.

ATTACHMENT "A"

SCOPE OF SERVICES

Consulting Engineering Services for the project shall include the following:

PROJECT DESCRIPTION:

GENERAL

Over the past couple of months, the City of Laredo has had various Manhole (MH) repairs that have caused a serious strain on Wastewater Collection operations and have also had a significant monetary impact to their O&M Budget. The City of Laredo has decided to take a proactive approach based on the recent experiences to conduct a condition assessment which has identified 90 MHs that need to be rehabilitated to mitigate any potential failures of those identified MHs. Ardurra has developed the following scope to provide the City with Technical Specifications and Bidding Documents necessary to procure the rehabilitation of the 90 MH's.

SCOPE OF SERVICES:

BASIC SERVICES

TASK 1: TECHNICAL SPECIFICATIONS

1. As-Built and Project Documentation Review, specifically NASSCO MH Condition Assessment Report to provide rehabilitation recommendations for 90 Identified MHs.
2. Prepare exhibits necessary to identify MH replacements.
3. Prepare and submit 100% Technical Specifications may include but are not limited to:
 - o Submittal Procedures
 - o Construction Documentation Requirements
 - o Bypass Pumping and Traffic Control Requirements
 - o Fiberglass MH Inserts and Epoxy lined Coating Systems (Concrete Protective Coating) Specifications
 - o MH Rehab Preparation
 - o Applicable City of Laredo Standards

Deliverables:

- Replacement/Location Exhibits
- Pre-Final/100% Technical Specifications

TASK 2: BIDDING PHASE SERVICES

1. Coordinate and attend Pre-Bid Meeting.
2. Review pre-bid questions and submissions concerning the bid documents and prepare any addenda or other revisions necessary to inform contractors of approved changes prior to bidding.
3. Analyze bids, evaluate, prepare bid tabulation, and make recommendations concerning award of the contract.

Deliverables:

- Pre-Bid Meeting Attendance and Minutes
- Bid Review and Analysis
- Award Recommendation Letter

TASK 3: CONSTRUCTION PHASE SERVICES

1. Provide project management services for the construction phase of this project.
2. Provide interpretations and clarifications of the technical specifications for the project and bidding documents (Requests for Information, RFI's) for the contractor.
3. Review submittals required for the work outlined in the above scope of work to verify conformance with the technical specifications and bidding requirements.
4. Perform site visits to observe that construction is in accordance with the project Construction Documents.
5. Provide weekly reports to wastewater collections and utilities engineering.
6. Review/certification of all contractor applications for payment on a monthly basis, and review/certify contractor's final application for payment with project completion acceptance.
7. Provide Closeout Documentation to the Client for project acceptance.

Deliverables:

- Inspection Reports for Each Manhole (Before/After)
- RFI, Submittal Reviews and Pay App Reviews
- Weekly Progress Reports
- Closeout Documentation

ADDITIONAL SERVICES

This section defines the scope of additional services that may only be included as part of this contract if authorized by the CLIENT. The Consultant may not begin work on any services under this section without specific written authorization by the CLIENT.

TASK 4: PHASE II BIDDING AND CONSTRUCTION PHASE SERVICES

1. Scope for Phase II to be determined by CLIENT and Ardurra at a later date.

ATTACHMENT "B"
PRODUCTION SCHEDULE

PROJECT: PHASE I: MANHOLE REHABILITATION PROGRAM

The CONSULTANT agrees to complete the various phases of work under this contract in accordance with the schedule set forth as follows:

TASK		Completion Date
BASIC SERVICES		
TASK 1	TECHNICAL SPECIFICATIONS	December 19, 2025
TASK 2	BID PHASE SERVICES	January 29, 2026
TASK 3	CONSTRUCTION PHASE SERVICES	TBD
ADDITIONAL SERVICES		
TASK 4	PHASE II BIDDING AND CONSTRUCTION PHASE SERVICES	TBD

ATTACHMENT "C"
COMPENSATION FOR PROFESSIONAL SERVICES RELATED
TO BASIC CONTRACT

PROJECT: PHASE I: MANHOLE REHABILITATION PROGRAM

For the purpose of establishing portion of the basic fee for separate phases, the following allocations of fee shall apply:

A. Fee for Basic Services

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

B. Fee for Additional Services

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

C. Summary of Fees

BASIC SERVICES		
TASK 1	TECHNICAL SPECIFICATIONS	\$ 43,360.00
TASK 2	BID PHASE SERVICES	\$ 4,720.00
TASK 3	CONSTRUCTION PHASE SERVICES	\$ 83,980.00
<i>SUB-TOTAL FOR BASIC SERVICES:</i>		<i>\$ 132,060.00</i>
ADDITIONAL SERVICES		
TASK 4	PHASE II BIDDING AND CONSTRUCTION PHASE SERVICES	TBD
<i>SUB-TOTAL ADDITIONAL SERVICES:</i>		<i>TBD</i>
<i>Total</i>		<i>\$ 132,060.00</i>

Method of Payment:

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

D. Fee and Scope Assumptions:

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

- Engineering fees included in this proposal only apply to items specifically listed in this proposal.
- Agency review fees, impact fees, permitting fees and platting fees are not included herein.
- No field surveys or SUE Level A services are included as part of this work to verify utility depths or other information.
- This proposal does not include a fee to prepare easements for drainage, construction, water, sewer, electrical, or gas services.
- Public meetings are not included.
- Platting of the property and/or recordation of any drainage and utility easements or replatting of the development are not included in this scope of work.
- Any additional services required by the CITY which may arise and are not outlined above shall be compensated for on an hourly basis or negotiated to a lump sum fee.

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

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

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

ATTACHMENT "E"
CITY OF LAREDO
RECOMMENDED INSURANCE PROVISIONS
FOR PROFESSIONAL SERVICES CONTRACTS

The following insurance provisions shall modify Section VIII of the contract, and the Contractor shall comply with each and every condition contained herein. The Contractor shall provide and maintain, until the work covered in the contract is completed and accepted by The City of Laredo, the minimum insurance coverages as follows:

1. Commercial General Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations (\$1,000,000 products/completed operations aggregate), and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract.
2. Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limit of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.
3. Commercial Automobile Liability insurance at minimum combined single limits of 1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.
4. Errors & Omissions coverage may not be required for all services. If the City of Laredo deems such coverage necessary, the following conditions will apply:
 - a. Professional Liability with minimum limits of \$1,000,000 or higher, depending on the type, size, and scope of services.
 - b. This coverage must be maintained for at least two (2) years after the project is completed. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of the contract (or earlier) must be maintained during the full term the contract.

PLEASE NOTE: The required limits may be satisfied by any combination of primary, excess, or umbrella liability insurances, provided the primary policy complies with the above requirements and the excess umbrella is following form. The Contractor may maintain reasonable and customary deductibles, subject to approval by the City of Laredo.

Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis,

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

With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:

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, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify the City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that the City of Laredo will receive at least sixty- (60) 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.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by the City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo.

All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to the City of Laredo.

Upon request, Contractor shall furnish the City of Laredo with certified copies of all insurance policies.

All contractors and subcontractors must be meeting minimum OSHA safety requirements as applicable to their operations.