

STATE OF TEXAS §
COUNTY OF WEBB §
CITY OF LAREDO §

**AMENDMENT #3 TO CONTRACT FOR PROFESSIONAL
ENGINEERING SERVICES FOR CITY OF LAREDO RIVERBEND HIKE
& BIKE TRAIL PROJECT – PHASE 1 REBID**

This Amendment to the Contract for Professional Engineering Services for the City of Laredo Riverbend Project is entered into on the _____ day of _____ 2025 by and between the CITY OF LAREDO, a home rule city, chartered pursuant to the Constitution and laws of the State of Texas, hereinafter referred to as “CITY,” and Crane Engineering Corp., a Texas Corporation duly formed and authorized to conduct business in the State of Texas, hereinafter referred to as “Crane”.

WITNESSETH:

WHEREAS, CITY and Crane entered into a Professional Services Contract dated February 18, 2014 (“Contract”); and

WHEREAS, CITY has added services to the scope with previous amendments #1 and #2 of the February 18, 2014 Contract; and

WHEREAS, the change in scope of the Contract has increased the total cost of services to be rendered by Seventy Seven Thousand Twenty One Dollars and 00/100 (\$77,021.00); and

WHEREAS, the original Contract of February 18, 2014 requires all amendments thereto be written and signed by all parties.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements contained herein, the parties agree as follows:

1. The scope of the Contract is hereby amended to include those items listed on Attachment “A”. Attachment “A” is attached hereto and incorporate herein for all purposes.

2. All work shall be completed following the contractor’s contract from the date Notice to Proceed is given by City to Crane. The production schedule is attached hereto as Attachment “B” and incorporated herein for all purposes.

3. The total additional charges for the services added to the scope of services shall not exceed Seventy Seven Thousand Twenty One Dollars and 00/100 (\$77,021.00). The compensation schedule for said charges is attached hereto as Attachment “C” and incorporated herein for all purposes.

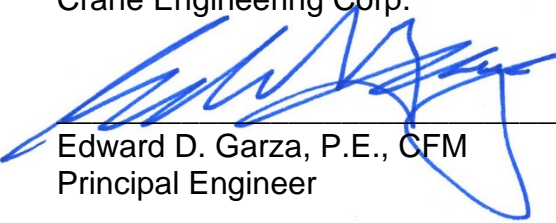
4. All terms and conditions of the Contract remain unchanged with the exception of those amended and modified herein.

IN WITNESS WHEREOF, the City of Laredo acting through its City Manager, Joseph Neeb, and Crane Engineering acting by and through Edward D. Garza, P.E., CFM its duly authorized Principal Engineer have executed this Amendment at Laredo, Texas, on this _____ day of _____ 2025.

City of Laredo, Texas

Crane Engineering Corp.

Joseph Neeb
City Manager



Edward D. Garza, P.E., CFM
Principal Engineer

Approved As To Form Only

ATTESTED

Doanh "Zone" T. Nguyen
City Attorney

Mario Maldonado
City Secretary

ATTACHMENT A

SCOPE OF SERVICES TO BE PROVIDED BY ENGINEER

**CITY OF LAREDO RIVERBEND HIKE & BIKE TRAIL PROJECT
PHASE 1 REBID**

AMENDMENT #3

A. Background

The City of Laredo has requested from Crane Engineering a scope of services for additional services to the Riverbend Hike & Bike Trail Project, Phase 1 Rebid.

The original scope of services included developing PS&E for access improvements and SW3P within the 100-year flood plain of the Rio Grande River. PS&E were to be coordinated with USACE by the City.

Previous amendments for this contract include:

Amendment #1 – Approved by City Council on 08/20/14 in the amount of \$6,000 to update the construction plans to reflect recommendations by USACE upon their review of preliminary designs.

Amendment #2 – Approved by City Council on 10/07/19 in the amount of \$37,607.18 to provide professional engineering services that include design, specifications, and bid let services for the City of Laredo Riverbend Project.

During the development of Amendment #2, a credit of \$4,200 was applied to the original contract and a credit of \$1,500 was applied to Amendment #1. This credit revised the original contract to \$23,800 and Amendment #1 to \$4,500.

Amendment #3 proposes to provide professional engineering services that include construction phase services and project closeout for the Riverbend Project.

B. Scope of Services:

1. Bid Let Services for Rebid

- Prepare public notice;
- Prepare bid schedule;
- Conduct pre-bid meeting with minutes;
- Address questions from bidders (allowance);
- Issue addendums as needed (allowance);
- Attend bid opening;
- Evaluate bids and prepare bid tab;

- Prepare letter of recommendation and submit to City;
- Attend City Council meeting for contract award;
- Coordination with City.

2. Construction Phase Services

- Review product submittals and submit to City;
- Conduct pre-construction meeting for construction w/minutes;
- Construction staking and cut sheets, coordinate with City;
- Coordinate testing with geotechnical lab;
- Periodic inspections with reports (assume 4);
- Construction status meetings (assume 4);
- Process contractor pay apps;
- Allowance for RFIs, field changes, etc.;
- Pre-final inspection w/ City & punch list;
- Final inspection w/ City & punch list;
- Coordination with City, Contractor and Utility companies.

3. Project Closeout

- Coordinate with Contractor for closing documents;
- Closing Package & Project Acceptance;
- Plan of Record Drawings for Engineering Acceptance;
- Coordination with Contractor and City.

4. Special Services

- Coordination with TDLR consultant for the registration, review and final inspection of project;
- Coordination with IBWC during construction phase*.

*It is assumed that all approvals and permits have been secured by the City.

ATTACHMENT B

PROJECT SCHEDULE

**CITY OF LAREDO RIVERBEND HIKE & BIKE TRAIL PROJECT
PHASE 1 REBID**

AMENDMENT #3

CONSTRUCTION PHASE SERVICES AND PROJECT CLOSEOUT

Project Schedule (to be completed following contractor's contract):

Bid Let Phase	30 - 45 days
Construction Phase	To follow construction contract; Assume 6-9 months
Project Closeout	30 working days after final inspection punchlist completed by contractor.

ATTACHMENT C

COMPENSATION FOR PROFESSIONAL SERVICES RELATED TO BASIC CONTRACT

CITY OF LAREDO RIVERBEND HIKE & BIKE TRAIL PROJECT PHASE 1 REBID

AMENDMENT #3

BID LETTING SERVICES, CONSTRUCTION PHASE SERVICES AND PROJECT CLOSEOUT

- 1) Compensation shall be on fixed fee basis by task as outlined in the table below

Task	\$ of TOTAL FEE
Bid Let Phase	\$6,500
Construction Phase	\$57,721
Project Closeout	\$6,000
Special Services:	
- TDLR Project Registration, Review and Final Inspection (Estimated)	\$1,800
- Coordination with IBWC during construction phase (Budget)	\$5,000*
Total	\$77,021

**Fee assumes all approvals and permits have been secured by the City*

Method of Payment

Payment shall be made to the Consultant based upon the several tasks as described heretofore and upon approval of task by City.

- 2) The consultant shall submit monthly partial payments for work performed for the various tasks upon the furnishing of satisfactory evidence and breakdown of actual time spent in the partial completion of the work.
- 3) The consultant shall be compensated on the basis described in Section V for basic services included in this Agreement. For additional services, compensation shall be negotiated in accordance with Attachment "D."
- 4) The final payment to be made by the City to the Consultant will be payable upon submission of closeout package.

EXHIBIT D

COMPENSATION FOR ADDITIONAL PROFESSIONAL SERVICES

CITY OF LAREDO RIVERBEND HIKE & BIKE TRAIL PROJECT PHASE 1 REBID

AMENDMENT #3

The fee described in Section V of this contract for this project shall provide compensation to the Consultant for all services called for under this Agreement to be performed by him or under his direction except the services as set forth below. These additional services and the compensation to be paid by the City to the Consultant for their performance when authorized in writing by the City Engineer are set forth as follows:

- 1) Assistance to the City as an expert witness in any litigation with third parties, arising from the development or construction of the project including the preparation of engineering data and reports. The Basis of Compensation for the following Additional Services shall be:
 - A. Negotiated hourly rate for testimony of principles.
 - B. Salary cost times a multiplier of 2.58 for services other than testimony of principles.
 - C. Reimbursement for non-labor expense and subcontract expense at invoice cost plus a 10% service charge. The basis of compensation for the following additional services shall be based on an amount renegotiated (fixed fee) through an agreement with the City.
- 2) Restaking all destroyed hubs and checking alignment of existing hubs. Elevations of all hubs shall be re-established. Restaking shall be done as required, and a cut sheet based on such restake shall be prepared.
- 3) Preparation of all applications and supporting documents for governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
- 4) Revising previously accepted studies, reports, design documents, or Contract Documents when such revisions are due to causes beyond Consultant's control.
- 5) Preparing documents for alternate bids requested by the City.
- 6) Investigations involving detailed consideration of operations, maintenance, and overhead expenses.
- 7) Providing value engineering during the course of design.
- 8) Preparation of feasibility studies not required in the base contract.
- 9) Cash flow and economic evaluations, rate schedules, and appraisals.

- 10) Detailed quantity surveys of material, equipment, and labor.
- 11) Audits or inventories required in connection with construction performed by the City.
- 12) Services after the award of each contract in evaluating substitutions not specified in an "or equal" proposed by the Contractor(s) as authorized by the City.
- 13) Making revisions to Drawings and Specifications occasioned by substitutions.
- 14) Services during out-of-town travel required of Consultant.
- 15) Additional services during construction made necessary by:
 - a. Work damaged by fire or other cause during construction,
 - b. A significant amount of defective or neglected work of contractor(s),
 - c. Acceleration of the progress schedule required by the City involving services beyond normal working hours, and
 - d. Default by Contractor(s).
- 16) Preparation of operating and maintenance manuals.
- 17) Additional or extensive assistance after initial start-up in the utilization of any equipment or system (such as post initial startup testing, adjusting and balancing).
- 18) Training personnel for operation and maintenance.
- 19) Services after the completion of the Construction Phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantee called for in any contract for the Project.
- 20) Actual performance of test borings and other soil or foundation investigations and related analysis.
- 21) Detailed mill, shop and/or laboratory inspection of materials or equipment.
- 22) Additional copies of reports, drawings, and specifications over the number specified in the base contract.
- 23) Providing renderings or models for City use.
- 24) Project aerial mapping.
- 25) Surveying services other than those required for the successful completion of the design of the project.
- 26) Boundary and utility easement surveys.
- 27) Retaining of outside consultants for geotechnical and/or environmental services including 404 permit submittal to USACE.
- 28) Hydrologic & Hydraulic (H&H) studies, drainage design, and FEMA related approvals.
- 29) Construction staking in excess of initial allowance.