

**CITY OF LAREDO REHABILITATION PROJECT
UTILITIES DEPARTMENT**

STATE OF TEXAS §

COUNTY OF WEBB §

This contract is made by and between the City of Laredo, acting by and through its duly authorized City Manager hereinafter termed the Owner, and Southern Trenchless Solutions (Company name), of the City of Weslaco, County of Hidalgo, State of Texas, his/their executors, administrators, heirs, successors, or assigns, hereinafter termed the "Contractor".

In consideration of the promises and of the mutual covenants and agreements contained in this Agreement, the parties hereby agree as follows:

SCOPE OF SERVICES

The Contractor has been engaged in and now does such work and represents that he is fully equipped, competent and capable to perform the desired and outlined work, and is ready and willing to perform the work in accordance with the provisions of the Specifications and Plans, titled, "24-inch HDPE fusible pipe transmission main from Loop 20 Airport to Bustamante BuyBoard Contract# 635-21" for the furnishing of materials and installation of 14,800 lineal feet of 24-inch HDPE and all appurtenances for the completion of the work. All labor, materials, equipment, and service are included in total price. Scope of services shall be in accordance to all provisions of the "24-in HDPE BuyBoard Contract# 635-21" proposal pricing. **(Attachment A)**

DEFINITIONS

1.01 DEFINITION OF TERMS:

Whenever the terms defined herein occur on the Plans, in any other documents or instrument herein contemplated or to which the Specifications apply, the intent and meaning shall be as follows:

1.02 OWNER: (Or Party of the First Party):

The individual, firm corporation or the political subdivision for whom the facilities covered by these Plans and Specifications are to be constructed.

1.03 CONTRACTOR: (Or Party of the Second Part):

The individual, firm or corporation with whom the Contract is made by the Owner.

1.04 ENGINEER:

Utilities Director employed by the Owner, or such other Engineer, or Supervisor authorized by the Utilities Director or the Owner to act on their behalf.

1.05 CONSULTANT:

Licensed Engineer or Architect employed by the Owner, and authorized by the Utilities Director or the Owner to act on their behalf. The decisions by the Utilities Director are final.

1.06 BIDDER:

An individual, firm or corporation submitting a proposal.

1.07 SUPERINTENDENT:

An authorized representative of the Contractor.

1.08 INSPECTOR:

An authorized representative of the Owner and Engineer

1.09 LABORATORY:

A testing laboratory approved by the Owner and Engineer.

1.10 CONTRACT:

The Agreement between the Owner and the Contractor covering the furnishing of all materials, equipment, supervision and labor necessary to complete the work and consisting of the Plans and Specifications, together with such supplemental agreements as may be made from time to time.

1.11 WORKING DAY:

A "Working Day" is defined as any day not including Saturdays, Sundays, or any legal holidays, observed by the City of Laredo, in which weather or other conditions, not under the control of the Contractor, will permit construction of the principal units of work for a continuous period of not less than seven (7) hours. If the contractor opts to work on Saturday, Sunday, or legal holiday requiring construction inspection, said days are considered working days and charged to the contract time, **and the cost for such inspection borne by the contractor.**

1.12 WORK:

All structures, services, machinery, equipment, or other facilities that are described in the Plans and Specifications together with such additions or modifications as may be ordered by the Owner from time to time.

1.13 WORK, ORDER, OR NOTICE TO PROCEED:

A document authorized by the Owner and issued by the Engineer directing the Contractor to proceed on all or part of the work and a specified date.

1.14 CHANGE ORDER:

A supplemental agreement adding to or amending the Contract, including such additional Plans and Specifications as necessary to properly describe the required change.

1.15 SURETY:

The corporate body which is bound with the Contractor for the faithful performance of the work covered by the Contract.

1.16 PLANS:

The drawings published by the Engineer showing the locations, character, dimensions and details of the work which are part of the Contract.

1.17 SPECIFICATIONS:

The directions, provisions and requirements contained herein pertaining to the method and manner of performing the work, or to the quantities, or to the qualities of materials to be furnished under the Contract. The term "Specifications" shall be deemed to include the Contract Documents, the Special Provisions, the General Provision, and the Technical

Provisions as contained herein, together with all supplemental agreements and change orders. Specifications are part of the Contract. Plans take precedence over Specifications if in conflict.

1.18 CALENDAR DAYS:

A "Calendar Day" is defined as any day of the week inclusive of Saturdays, Sundays, and legal holidays.

1.19 INSPECTION:

The periodic on site review of the progress of project construction, may be referred to as progress, pre-final, or final inspection, but in each case of inspection a "punch-list" of items requiring varying degrees of further work is prepared.

1.20 PROJECT ACCEPTANCE:

Condition resulting when all items of construction are complete, inspected for completion by inspector and engineering staff and approved by City Council.

Note: Items of construction may be approved by inspector and engineering staff as constructed in place for contractor progress payment purposes, but final acceptance of project is by City Council action.

INITIATION OF WORK

City initiates Work by issuing request for quote to Contractors through Buy Board Cooperative Purchasing Program's contract pricing. Upon receipt it is reviewed and presented to City Council to award a Contract to the Contractor. Contractor must, except as this Contract expressly provides, furnish all labor, materials, tools, instruments, supplies, equipment, transportation, mobilization, insurance, subcontracts, bonds, supervision, management, reports, incidentals, and quality control necessary to complete all the work.

Contractor must begin Work on the effective date specified in the notice to proceed. Any preliminary Work started or materials ordered or purchased before receipt of the City's Purchase Order is at Contractor's risk and expense.

Once issued, Contract may be amended only by the written agreement of both

Contractor must diligently prosecute all Work to completion within the time and mutually agreed upon schedule required by the Contract. The period of performance includes allowance for mobilization; holidays; weekend days; inclement weather; and cleanup. Claims for delay based on such elements are not allowed.

OPERATIONS, MATERIALS, AND WORKMANSHIP

All equipment, material, and articles incorporated in the Work covered by this Contract must be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in the Buy Board. References in the specifications to equipment, materials, articles, or patented process by trade name, make, or catalog number generally establish a standard of quality and do not limit competition. But if Contractor intends to substitute something designated by trade name, make, or catalog number, Contractor must inform City and seek its approval.

Contractor must obtain City's approval of the machinery and mechanical and other equipment to be incorporated into the Work. When requesting approval, Contractor must furnish to City the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating. When required by the City, Contractor must also obtain City's approval of the material or articles that Contractor contemplates incorporating into the Work. When requesting approval, Contractor must provide full information concerning the material or articles. When directed to do so, Contractor must submit samples for approval. Machinery, equipment, material and articles that do not have the required approval are installed at Contractor's risk of rejection.

Contractor's General Manager assigned to this contract must be knowledgeable in multiple disciplines including water distribution, wastewater collection, and civil works.

Work must be performed in a skillful and workmanlike manner. Contractor must perform the Work timely. Contractor must ensure that its purchase, delivery and storage of materials and equipment do not interfere with City operations and personnel.

Unless otherwise specified in a Buy Board, Contractor is responsible for any required testing of materials prior to incorporation into the Work.

Contractor must lay out its Work in accordance with the Contract plans and specifications and is responsible for all measurements in connection therewith. Contractor must furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to layout the Work. Contractor is also responsible for maintaining and preserving all control points established by City.

At all times during performance of the Work until it is completed and accepted, Contractor must directly superintend the Work or assign and have on the site a competent superintendent satisfactory to City who has authority to act for Contractor.

Contractor must take all necessary precautions to ensure that no damage to private or public property results from Work or Work-related operations. Contractor must repair or replace all items it damages at no additional cost to the City. Contractor must also provide all necessary traffic control, including street blockages, traffic cones, flagmen, and the like, as required for the work. Proposed traffic control methods must be submitted to the City for approval before beginning Work.

SITE INVESTIGATION AND CONDITIONS AFFECTING WORK

Contractor is responsible for ascertaining the nature and location of the Work, and the general and local conditions that might affect the Work, unless such different conditions could not, in the exercise of diligent search, been discovered. Failure to properly ascertain discoverable items is at Contractor's risk and expense. Items for which Contractor is responsible to assess include but are not limited to:

- a. Conditions bearing upon transportation, disposal, handling, and storage of materials;
- b. The availability of labor, water, electric power, and roads;
- c. Uncertainties of weather, river stages, tides, or similar physical conditions at the site;
- d. The conformation and conditions of the ground; and
- e. The character of equipment and facilities needed preliminary to and during Work performance.

Contractor is further responsible for ascertaining the character, quality, and quantity of surface and subsurface materials or obstacles that might be encountered, unless such different site conditions could not, in the exercise of diligent search, been discovered. Failure to properly ascertain discoverable conditions is at Contractor's risk and expense.

Contractor must promptly, and before the conditions are disturbed, give a written notice to City of:

- a. Subsurface or latent physical conditions at the site differing materially from those indicated in the Contract, or

- b. Unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract.

City will investigate after receiving the notice. If City finds that the conditions do materially differ and cause an increase or decrease in Contractor's cost of, or the time required for, performing any part of the Work, it will make an equitable adjustment, and the BuyBoard proposal pricing will be modified in writing accordingly.

Contractor is not entitled to an equitable adjustment unless it has timely given the requisite notice. Contractor is not entitled to an equitable adjustment after final payment under the contract.

INSPECTION AND ACCEPTANCE

Contractor must maintain adequate inspection and other quality control systems to assure proper performance of the Work. Contractor must maintain complete inspection records and make them available to City. All Work is conducted under the general direction of City and is subject to inspection and test by City or its Design Consultant, if any, at all places and at all reasonable times before acceptance.

City's or, if City uses a Design Consultant for the project, its Design Consultant's inspections and tests are for the sole benefit of City and do not:

- a. Relieve Contractor of responsibility for providing adequate quality control measures;
- b. Relieve Contractor of responsibility for damage to or loss of the material before acceptance;
- c. Constitute or imply acceptance; or
- d. Affect the continuing rights of City after acceptance of the complete Work under this agreement.

Presence or absence of a City inspector does not relieve Contractor from any duties, and no such inspector can change contract requirements or waive City's rights without a formal, written amendment to this agreement.

Contractor must promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for City's performing safe and convenient inspections and tests. City may charge to Contractor additional cost of inspection or testing attributable to (a) Work not being ready timely or (b) re-inspection or testing Work that failed previous inspection or test. City will try to minimize disruption or delay of Work incident to inspection and testing. Special, full size, and performance tests must be performed as described in the City of Laredo Standard Technical Specification Manual.

Contractor must, without charge, replace or correct Work found by City not to conform to the City of Laredo Standard Technical Specification Manual requirements, unless City consents to accept the Work with an appropriate adjustment in Contract price. Contractor must promptly segregate and remove rejected material from the premises.

If Contractor does not promptly replace or correct rejected Work, City may:

- a. Replace or correct the Work and charge the cost to Contractor or
- b. Terminate for default Contractor's right to proceed.

If, before acceptance of the entire Work, City decides to examine already completed Work by removing it or tearing it out, Contractor, on request, must promptly furnish all necessary facilities, labor, and material. If the Work is found to be defective or nonconforming in any material respect, Contractor must bear the expenses of the examination and satisfactory reconstruction. But if the Work conforms to the City of Laredo Standard Technical Specification Manual, City must make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion was thereby delayed, extending time for performance.

Unless otherwise specified in the contract, City must accept Work reasonably promptly after satisfactory completion and inspection. Acceptance is final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or City's rights under any warranty or guarantee.

ADDITIONAL REQUIREMENTS

Contractor must confine its operations (including storage of materials) to areas authorized or approved by City.

Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be erected by Contractor only with the approval of City and must be built with labor and materials furnished by Contractor without expense to City. The temporary buildings and utilities remain the property of Contractor and must be removed by Contractor at its expense upon completion. With the written consent of City, the buildings and utilities may be abandoned and need not be removed.

Contractor must use only established roadways, unless City authorizes specific temporary roadways built by Contractor. Contractor must comply with all federal, state and local laws and regulations when transporting materials.

Contractor must at all times keep the site, including storage areas, free from accumulations of waste materials. Before completing the Work, Contractor must remove from the premises all rubbish, tools, scaffolding, equipment, and materials not the property of City. Upon completing the Work, Contractor must leave the site in a clean and orderly condition satisfactory to City. Final cleanup is part of the Work, and Contractor is responsible for all construction refuse disposal containers and their removal from the site.

Contractor must segregate for disposal all hazardous materials the disposal of which is not addressed and priced in the Buy Board, unless City requires Contractor to dispose of the materials. In the latter case, City will make an equitable adjustment in the price.

Contractor must preserve and protect all structures, equipment and vegetation (such as trees, shrubs, and grass) on or adjacent to the site, that are not to be removed and that do not unreasonably interfere with the Work. Contractor may remove trees only when specifically authorized to do so. If tree limbs are broken during performance, Contractor must trim those limbs or branches with a clean cut and paint the cut with a tree pruning compound as directed by City.

Contractor must protect from damage all existing improvements and utilities at or near the site and on adjacent property, the locations of which are made known to or should be known by Contractor. Contractor must repair damage to those facilities, including those that are the property of third parties, resulting from failure to comply with the requirements of the contract or failure to exercise reasonable care in performing Work. If Contractor fails or refuses to repair damaged property, City may have the necessary repair performed and charge the cost to Contractor.

WARRANTY OF WORK

In addition to any other warranty, Contractor warrants that Work conforms to the City of Laredo Standard Technical Specifications Manual requirements and is free of any defect in equipment, material, workmanship, and compliance with specifications.

This warranty runs from one year from the date of final acceptance of the Work. If City takes possession of any part of the Work before final acceptance of the whole, the warranty for the part taken early runs from the date possession is taken.

Contractor must, without additional charge, remedy any breach of the warranty. Contractor must further, also without additional charge, repair damage to City's real or personal property, when that damage is the result of:

- a. Contractor's failure to conform to requirements; or
- b. Any defect of equipment, material, or workmanship furnished by or through Contractor.

Contractor must, without additional charge, restore Work damaged in fulfilling the terms and conditions of this section. Contractor's warranty with respect to Work repaired or replaced runs from one year of repair or replacement.

City must notify Contractor, in writing, within a reasonable time after the discovery of any breach of warranty.

If Contractor fails to remedy a breach of warranty within a reasonable time after receipt of notice, City has the right to replace, repair, or otherwise remedy the breach at Contractor's expense.

As to warranties, expressed or implied, from subcontractors, manufacturers, or suppliers for Work, Contractor must:

- a. Obtain all warranties required by the Contract;
- b. Require all warranties to be executed, in writing, for the benefit of City; and
- c. Enforce all warranties for the benefit of City.

City may, but need not as a condition of enforcing Contractor's warranty, seek to enforce directly for its own benefit any of the above warranties.

Contractor is not responsible for and does not warranty pre-existing work or facilities that may be assigned to Contractor, except as amended by the Contract.

SUSPENSION OF WORK

City may order Contractor, in writing, to suspend, delay, or interrupt all or any part of the Work. If City does so, or if City's fails to act timely, thereby causing a suspension, delay, or interruption, City must equitably adjust the amount due Contractor for any attendant increase in the cost of performing the Work. Contractor can recover under this section only for costs incurred within 30 days before Contractor gives City written notice of the basis for the claim, excepts where City directs Contractor in writing to suspend Work.

TERMINATION FOR CONVENIENCE OF CITY

By delivering written notice of termination to Contractor, City may terminate performance under the contract in whole or in part if City determines that doing so is in City's interest. Upon receiving a notice of termination, Contractor must immediately:

- a. Stop all Work.
- b. Let no further subcontracts or orders for materials, services, or facilities, except as necessary to complete any Work not terminated.
- c. Assign to City, as directed by City, all right, title, and interest of Contractor under the subcontracts to the extent they relate to the Work terminated. City may settle the subcontractor's claims and pay the amounts called for by the settlements. All settlements with subcontractors must release Contractor of all claims arising out of City's termination, but not other claims.
- d. As directed by City, transfer title and deliver to City:
 - a. Fabricated or off-the-shelf parts, Work in process, completed Work, supplies, and other material produced or acquired for the Work terminated, and
 - b. Completed or partially completed plans, drawings, information, and other property that, if the Contract had been completed, would be required to be furnished to City;
- e. Complete performance of the Work not terminated;
- f. Take any action necessary, or that City may direct, for the protection and preservation of the property related to this Contract that is in the possession of Contractor and in which City has or may acquire an interest;
- g. Use its best efforts to sell, if authorized by City, any property acquired for the Work but not yet incorporated into it, except Contractor need not extend credit to any purchaser and Contractor itself may purchase the property on terms agreed to by the City.

After termination, Contractor must promptly submit a final termination settlement proposal to City in the form and with the certification prescribed by City. City need not consider and is not liable for any such proposal submitted longer than 120 days after termination.

If Contractor and City fail to agree on the amount to be paid Contractor because of the termination for convenience, City must pay Contractor the amounts determined as follows:

- a. For Work performed before the effective date of termination, the total (without duplication) of:
 - i. The cost of the Work;
 - ii. The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the Contract if not included in subdivision (i) above and if not paid by City; and
 - iii. A markup, including overhead and profit, on (i) above as is determined for pricing changes.

- b. The reasonable costs of settlement of the Work terminated, including:
 - i. Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;
 - ii. The termination and settlement of subcontracts (excluding the amounts of such settlements); and
 - iii. Storage, transportation, and other costs actually incurred and reasonably necessary for the preservation, protection, or disposition of the termination inventory.

Except for normal spoilage, and except to the extent that City expressly assumed the risk of loss, Contractor cannot recover from City the value, as determined by City, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to City or to a buyer.

If the termination is partial, Contractor may file a proposal with City for an equitable adjustment of the price(s) of the continued portion of the Buy Board price proposal. Any proposal by Contractor for an equitable adjustment must be requested within 90 calendar days from the effective date of termination unless extended in writing by City. City may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by Contractor of the terminated portion of the work, if City believes the total of these payments will not exceed the amount to which Contractor will be entitled. If the total payments exceed the amount finally determined to be due, Contractor must repay the excess to City upon demand.

Unless otherwise provided in this Contract or by statute, Contractor must maintain all records and documents relating to the terminated portion of this Contract for five years after final settlement. This includes all books and other evidence bearing on Contractor's costs and expenses under the contract. Contractor must make these reports and documents available to City, at Contractor's office, at all reasonable times, without cost. If approved by City, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

DEFAULT

It is an event of default under this Contract if Contractor:

- a. Fails or refuses to prosecute Work, or any separable part of it, with the diligence that will ensure its timely completion, after 10 days notice and opportunity to cure.
- b. Fails or refuses to comply with any material term of the Contract, after 30 days notice and opportunity to cure.

On uncured default, City may terminate at its discretion, this entire Contract. City may complete the Work itself or procure its completion by another and retain all rights and remedies arising from Contractor's default as may be afforded by law or by equity.

Contractor's delay may be excused if it arises out of unforeseeable causes beyond its control and without its fault or negligence, such as acts of God or the public enemy, fires, flood, strikes, or quarantine. To be excused for delay in such an event, Contractor must, within 30 calendar days from the beginning of delay, notifies City in writing thereof. If, in the judgment of City, the situation warrants an extension, it will extend Contractor's time for performance. City's findings are final and conclusive.

The rights and remedies of City in this Article are in addition to any other rights and remedies provided by law or under this Contract.

USE AND POSSESSION BEFORE COMPLETION

City has the right to take possession of or use any completed or partially completed part of the Work. Before taking possession of or using any work, City will furnish Contractor a list of items of Work remaining to be performed or corrected on those portions of the Work of which City intends to take immediate possession or use. But City's failure to list remaining Work does not relieve Contractor from performing the Work. City's possession or use is not an acceptance of Work.

While City such possession or use, Contractor is relieved of the responsibility for the loss of or damage to the Work resulting from City's possession or use. If early possession or use by City delays progress or causes additional expense to Contractor, an equitable adjustment will be made in the Buy Board price proposal or the period of performance, and the contract will be amended in writing accordingly.

WORKER'S COMPENSATION

The following terms are defined as follows:

- a. Certificate of coverage ("certificate")- A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
- b. Duration of the project - includes the time from the beginning of the work on the project until Contractor's/person's work on the project has been completed and accepted by City.
- c. Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project.
- d. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of Contractor providing services on the project, for the duration of the project.

Contractor must provide a certificate of coverage to City prior to being awarded the contract.

If the coverage period shown on Contractor's current certificate of coverage ends during the duration of the project, Contractor must, prior to the end of the coverage period, file a new certificate of coverage with City showing that coverage has been extended.

Contractor shall obtain from each person providing services on a project, and provide to City:

- a. a certificate of coverage, prior to that person beginning work on the project, so City will have on file certificates of coverage showing coverage for all persons providing services on the project; and

- b. no later than seven days after receipt by Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

Contractor shall notify City in writing by certified mail or personal delivery, within 10 days after Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

Contractor shall contractually require each person with whom it contracts to provide services on a project, to:

- a. provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
- b. provide to Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
- c. provide Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- d. obtain from each other person with whom it contracts, and provide to Contractor:
 - i. a certificate of coverage, prior to the other person beginning work on the project; and
 - ii. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- e. retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
- f. notify City in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- g. contractually require each person with whom it contracts, to perform as required by paragraphs (1)- (7), with the certificates of coverage to be provided to the person for whom they are providing services.

By signing this contract or providing or causing to be provided a certificate of coverage, Contractor is representing to City that all employees of Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements

will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

Contractor's failure to comply with any of these provisions is a breach of contract by Contractor which entitles City to declare the contract void if Contractor does not remedy the breach within ten days after receipt of notice of breach from City.

PREVAILING WAGES

Contractor must pay, and require its subcontractors to pay, prevailing wages as defined and required by Chapter 2258 of the Texas Government Code for all work performed under job orders, unless a particular job order provides that prevailing wages are not required.

PERFORMANCE BOND

As to any work exceeding \$25,000, Contractor must provide a performance bond in the amount of the Job Order made payable to City, executed by a corporate surety acceptable to City who is licensed pursuant to the Texas Insurance Code in the full amount of the contract price. The bond must be in a form acceptable to City and must further provide that the surety must indemnify the obligee for all damages or losses resulting from the principal's default. The bond must guarantee the principal's performance of all terms and obligations under this Contract. The bond must have attached thereto a Power of Attorney as evidence of the authority of the person executing the bond to bind the surety. The bond must be furnished in compliance with the statutory requirements of the Texas Government Code, chapter 2253 and must be executed and delivered to City before beginning any Work.

PAYMENT BOND

Before beginning any Work exceeding \$25,000, Contractor must provide a payment bond in the amount of the work as security for all persons supplying labor and material in the performance of this Contract. The bond must be executed by a corporate surety acceptable to City that is licensed under the Texas Insurance Code in the full amount of the contract price. The bond must be in a form acceptable to City and must have attached thereto a Power of Attorney as evidence of the authority of the person executing the bond to bind the surety. This bond must comply with the Texas Government Code Chapter 2253 and Texas Property Code Chapter 53.

INSURANCE

The Contractor shall furnish the City with one original copy of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract and four original payment bond copies shall be included with the contract as **(Attachment B)**. In addition to other insurance requirements of this Contract, Contractor must maintain throughout the term of this Contract insurance coverage written on an occurrence form, by companies authorized and admitted to do business in the State of Texas, rated A:VII or better by A.M. Best Company or otherwise acceptable to City, in the following types and amounts:

Type:	Amount:
1. Worker's Compensation Statutory, with a Waiver of subrogation in favor of City	
2. Employer's Liability	\$1,000,000/\$1,000,000/\$1,000,000 with a Waiver of Subrogation in favor of City
3. Commercial General Liability Insurance to include (but not be limited	For Bodily Injury, Death, and Property Damage of \$1,000,000 per occurrence:

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|--|---|
| to coverage for) coverage for the following: | \$2,000,000 general aggregate, or its equivalent in umbrella or excess liability coverage |
| a. Premises/Operations | |
| b. Independent Contractors | |
| c. Products/Completed Operations | |
| d. Contractual Liability | |
| e. Personal Injury Liability | |
| f. Broad-Form Property Damage, to include Fire Legal Liability | |
| g. Explosion, Collapse and Underground operations | \$5,000,000 per occurrence and in the aggregate |
4. Business Automobile Liability to include coverage for:
- | | |
|----------------------------------|---|
| (a.) Owned/Contracted Automobile | Death, and Property Damage of \$1,000,000 |
| (b.) Non-owned Automobiles | per occurrence |
| (c.) Hired Automobiles | |
- The primary and non-contributory additional insured in favor of the City with a waiver of subrogation in favor of the City.
5. A) Property Insurance for physical damage to the property of the Contractor, including mobile equipment, tools, improvements and betterments
- B) Coverage for replacement cost of Contractor's improvements.

Each insurance policy required by this Contract must contain the following clauses:

The City of Laredo is to be added as an additional insured on a primary and non-contributory basis with a waiver of subrogation in favor of the City.

"Each required Policy Insurance cannot be canceled, limited in scope or coverage, or non-renewed until after 60-days' prior written notice has been given to:

- (a) City of Laredo/ Risk Management
1102 Bob Bullock Loop
Laredo, Texas 78043

And

- (b) City of Laredo Utilities Department/ Attention: "Director"
5816 Daugherty Ave.
Laredo, Texas 78041

"The insurance provided by Contractor is primary to any insurance or self-insurance maintained by the City of Laredo."

"Any insurance or self-insurance maintained by the City of Laredo applies in excess of, and does not contribute with, insurance provided by this policy."

Each insurance policy required by this Contract, including policies for Workers' Compensation and Employer's Liability, must contain a Waiver of Subrogation in favor of the City. Each insurance policy required by this Contract, excepting policies for Workers' Compensation and Employer's Liability, must contain the following clause:

“The City of Laredo, its officials, employees, representatives and volunteers are added as additional insureds as respects operations and activities of, or on behalf of, the named insured performed under this Contract with the City of Laredo This policy cannot be invalidated as to City because of Contractor's breach of representation, warranty, declaration, or condition of this policy.”

Contractor must provide Builder's Risk Insurance Coverage, Worker's Compensation and Employer's Liability Insurance Coverage, Professional Liability Insurance Coverage and any other liability or other insurance required by City's Risk Manager. The policies likewise must be in amounts required by City's Risk Manager and must cover all risks of physical loss during the term of any construction contract and until work is accepted by the City of Laredo. Contractor must maintain the insurance during the construction phase. Contractor or its contractors or subcontractors must further provide payment and performance bonds naming City as indemnitee. If the construction is minor, Contractor may request the requirements of this Section be waived, but a waiver may be granted only by City's Risk Manager. In deciding whether to waive, City's Risk manager has absolute discretion. The Risk Manager may make the waiver without further action of council.

Within 30 days after the Commencement Date and promptly after City's later request, Contractor must, at its own expense, deliver certificates to City's Risk Manager and to the City Clerk, reflecting all required insurance coverage, together with copies of policies and endorsements. All endorsements and certificates must be signed by an authorized representative of the insurance company and must include the signatory's company affiliation and title. If requested by City, Contractor must send City documentation acceptable to City that confirms that the individual signing the endorsements and certificates is authorized to do so by the insurance company. City may request changes in policy terms, conditions, limitations, or exclusions (except where established by law). If City does so and the changes would increase premiums, City will discuss the changes. If City still wants the changes after discussion, Contractor must make the changes and pay the cost thereof. City's review and approval of a certificate does not waive the certificate's noncompliance with the requirements of this Contract.

The Notices and Certificates of Insurance must be provided to the same addresses as for notices of cancellation.

Nothing in this Contract limits Contractor's liability for damages to persons or property resulting from Contractor's activities or the activities of Contractor's agents, employees, sublessees, or invitees.

City disclaims an employee, agent, or invitee relationship with any person whose presence on the Premises is through Contractor. Claims resulting from assertions of tort liability or any obligation for which Contractor may be liable under any workers' compensation, unemployment compensation, disability benefits, and similar statutory scheme are the sole obligation of Contractor.

City will self-insure as it deems advisable. As a political subdivision of the State of Texas, City is subject to the Texas Tort Claims Act, and the obligations of City and the rights of persons claiming against City are subject to that Act.

RELEASE OF CLAIMS/SUBROGATION

The insurance requirements of this Contract are a bargained-for allocation of risk of loss. City and Contractor release each other from claims arising from injury or loss to either of them or to third parties to which they are liable, if the injury or loss is covered by insurance the waiving party is required by this Contract to maintain, whether or not the party actually has the insurance (“Covered Claims”). This release is additional to and does not limit any other release contained in this Contract. City and Contractor, to the

maximum extent allowable without causing cancellation of a required policy, waive subrogation against each other for Covered Claims.

WAIVERS

Neither City's review, approval, or acceptance of, or payment for, Work required under this Contract waives City's rights under this Contract or any cause of action arising out of the performance of the Contract.

City's waiver any breach of any term, covenant, condition, or agreement herein contained does not waive any subsequent breach of the same or any other term, covenant, condition, or agreement.

RELATIONSHIP OF THE PARTIES

It is understood and agreed that the relationship of the Contractor to the City of Laredo is that of an independent contractor. Each party is interested only in the results obtained under this Agreement. Under no circumstances shall either party be deemed an employee of the other, nor shall either party act as an agent of the other party. Any and all joint venture or partnership status is hereby expressly denied and the parties expressly state that they have not formed, either express or impliedly, a joint venture or partnership.

INDEMNIFICATION

These definitions apply to the indemnity provisions of this Contract:

"Indemnified Claims" mean all loss, cost, liability, or expense, directly or indirectly arising, in whole or in part, out of acts or omissions of any person other than an Indemnatee that give rise to assertions of Indemnatee liability under this Contract, whether or not the person is a party to this agreement. Indemnified Claims include attorneys' fees and court costs and include claims arising from property damage and from personal or bodily injury, including death. Indemnified Claims also include claims in which an Indemnatee shares liability with the Indemnitor.

"Indemnitees" means the City of Laredo and its elected officials, officers, employees, agents, and other representatives, collectively, against whom an Indemnified Claim has been asserted.

"Indemnitor" means Contractor.

Indemnitor must indemnify Indemnitees, individually and collectively, from all Indemnified Claims.

Despite allegations of Indemnatee negligence, Indemnitor must nevertheless defend all Indemnitees until final adjudication. Indemnitor may not recover sums previously spent defending or otherwise indemnifying the Indemnatee who has been adjudged to be negligent and must continue to indemnify other Indemnitees.

There are no third-party beneficiaries of this indemnity other than the category of people and entities included within the definition of Indemnitees.

In addition to the indemnity required under this Contract, each Indemnatee may, at its own expense, participate in its defense by counsel of its choosing without relieving or impairing Indemnitor's obligations under this indemnity paragraph.

Indemnitor may not settle any Indemnified Claim without the consent of the City of Laredo, whether or not the City is an Indemnitee as to the particular Indemnified Claim, unless (A) the settlement will be fully funded by Indemnitor and (B) the proposed settlement does not contain an admission of liability or wrongdoing by any Indemnitee. The City's withholding its consent as allowed in the preceding sentence does not release or impair Indemnitor's obligations of this indemnity paragraph. Even if the City of Laredo is not an Indemnitee as to a particular Indemnified Claim, Indemnitor must give City at least 20 days advance written notice of the details of a proposed settlement before it becomes binding. Any settlement purporting to bind an Indemnitee must first be approved by City Council.

Nothing in this Contract waives governmental immunity or other defenses of Indemnitees under applicable law.

If, for whatever reason, a court refuses to enforce this indemnity as written, and only in that case, the parties must contribute to any Indemnified Claim 5% by the Indemnitees and 95% by the Indemnitor. Indemnitor need look only to the City of Laredo for Indemnitees' 5% if the City of Laredo is an Indemnified Party as to a particular Indemnified Claim.

AUDIT OF RECORDS

Contractor must retain and must contractually require each subcontractor to retain all data, books, and other records ("records") relating to this Contract for a period of five years after completion of a work. City may inspect and audit all records at reasonable times. Upon request, Contractor must produce the original records. If approved by City in writing, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents. City may withhold payment if the City finds the documentation to be incomplete or erroneous.

THIRD PARTY ANTITRUST VIOLATIONS

Contractor assigns to City any claim for overcharges, resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to Contractor toward fulfillment of this Contract.

DISPUTE RESOLUTION

Contractor and City will first attempt to resolve disputes or disagreements at the field level through discussions between the parties' representatives. If that effort is unsuccessful, the Utilities Department Director will intercede and attempt to reach an amicable resolution.

Before bringing any action arising out of this agreement, including an action for declaratory relief but not an action specifically excepted below, the disputants must first submit in good faith to mediation. The parties may not assert limitations, laches, waiver, and estoppel based upon attempts to mediate.

Filing suit on a claim that, under this agreement, should be mediated waives the filer's right to demand mediation. But one party's waiver does not affect another party's right. A defendant does not waive mediation for so long as, within a reasonable time after appearing, the defendant gives written notice to the plaintiff or its counsel of intent to require compliance with this paragraph.

Mediation must be conducted in Laredo, Webb County, Texas.

The party desiring relief has the burden to initiate mediation. Waiting for another party to initiate mediation does not waive the right to it.

If the parties can otherwise agree on a mediator, they may do so. Alternatively, either party may petition any court of competent jurisdiction to appoint a mediator. The only predicate issues the court need consider before appointing a mediator are whether (i) the copy of the contract before the court is authentic and (ii) the contract was duly signed and delivered by all parties to be bound to mediate. If neither of those issues is denied under oath, the court may appoint a mediator upon motion, without trial.

Mediator fees must be borne equally.

The parties need not mediate before going to court to seek emergency injunctive relief.

Contractor must continue to perform the Work, and City must continue to satisfy its payment obligations to Contractor, pending final resolution of any dispute or disagreements between the parties.

CONTRACT TIME & LIQUIDATED DAMAGES

The Contract Performance for this project shall be **250 working days** as defined in the City of Laredo definition of terms.

The time set forth in the proposal for the completion of the work is an essential element of the Contract. For each day under the conditions described in the preceding Paragraph that any work shall remain uncompleted after the expiration of the days specified in the Contract, together with any additional days allowed, the amount per day given in the following schedule will be deducted from the money due or to become due the Contractor, as a penalty for late completion of the specified work.

FOR AMOUNT OF CONTRACT		
From More Than	To and Including	Amount of Liquidated Damages Per Calendar Days
\$0	\$100,000	\$200
100,000	500,000	400
500,000	1,000,000	550
1,000,000	2,000,000	700
2,000,000	5,000,000	850
5,000,000	10,000,000	1,200
10,000,000	15,000,000	1,500
15,000,000	20,000,000	1,700
20,000,000	Over 20,000,000	2,500

COMPENSATION

That for and in consideration of the payments and agreements hereinafter mentioned to be made and performed by the City, the Contractor hereby agrees at the unit price set forth in his Buy Board price proposal, made a part thereof totaling the sum of **Five million seven hundred seventy-three thousand, six hundred twenty-five and zero cents \$5,773,625.00** payable in the manner set out in this section.

As full consideration for Contractor’s satisfactory performance under the work, City must pay Contractor as follows:

- a. For Pre-Priced Items, to arrive at the amount to be paid to Contractor, the amount shown in the then most current Buy Board project specific discount price items, applicability to be determined by whether the work will be performed during or outside normal working hours.
- b. For Non-Pre-Priced Items, for Contractor to get the work, it must reach an agreement with City on the reasonable and necessary cost of labor and materials to perform the work. The agreed, combined cost of labor and materials will be increased by 10% to cover Contractor's overhead and profit. Then to arrive at the amount to be paid to Contractor, the amount shown in R.S. Means for the items will be multiplied by the applicable coefficient for Non-Pre-Priced Items, applicability to be determined by whether the work will be performed during or outside normal working hours.

City must make progress payments monthly as the Work proceeds, or at more frequent intervals as determined by City, certified pay applications submitted by Contractor and approved by Design Consultant, if any, and City. Contractor must use an acceptable pay application and must include supporting documents to reflect a breakdown showing how Work done to date compares to the total project, by category of Work. The pay application must have such detail as City requests, so City can determine progress payments. In estimating Work completed, City will authorize payment for material delivered on the site and preparatory Work done, if Contractor furnishes satisfactory evidence that it has acquired title to the material and that the material will be used to perform the Work. Releases of lien from Contractor and all Contractor's subs are required as back up for the pay application certificate.

In processing progress payments, to insure the proper performance of the Contract, the City shall retain ten (10) percent of the amount of each estimate until final completion and acceptance of all work covered by this Contract. Retainage for construction contracts over four hundred thousand (\$400,000) shall be five (5) percent.

City will pay Contractor the retention within 60 days after City Council final completion and acceptance of the project, but not before Contractor delivers to City effective releases of all liens by Contractor and all subcontractors.

All material and Work covered by progress payments, at the time of payment, become the sole property of City, but this provision does not:

- a. Relieving Contractor from the sole responsibility for all material and Work upon which payments have been made or the restoration of any damaged Work; or
- b. Waiving City's right to require fulfillment of all Contract terms.

Estimates of completion percentages are approved and certified for payment seven days after delivery to City, unless, before that time, City finds in writing to the contrary. Any such City finding must explain with reasonable particularity the reasons for the finding. City may withhold an amount from the progress payment sufficient to pay the expenses City reasonably expects to incur in correcting deficiencies identified in the written finding. Progress payments must be paid on or before 30 days after the estimate of the Work is certified and approved. Contractor's estimates of completed Work must be submitted to the address for notice under this agreement.

When Contractor considers the Work to be complete and ready for its intended use, Contractor must notify the Utilities Department Director or designee. The City will inspect the Work to determine the status of completion. If City finds that the Work has been substantially completed, it will issue a Certificate of Substantial Completion. The certificate will list remaining items to be completed or corrected before final payment of the work. Contractor must proceed promptly to complete or correct items listed.

City must pay all unpaid amounts due Contractor under this Contract within 60 days, after City Council final completion and acceptance of the project:

- a. City's or, if the City uses a Design Consultant, the Design Consultant's issuance of a Certificate of Substantial completion and Contractor's completion or correction of all remaining portions of the Work;
- b. Contractor's presentation of a properly executed pay application; and
- c. Contractor's presentation of release of all claims against City arising by virtue of the Contract, other than claims, in stated amounts, that Contractor has specifically excepted from the release. A release may also be required of the assignee if Contractor's claim to amounts payable under this Contract has been assigned. Contractor must complete a Contractor's release form acceptable to City.
- d. Consent of Contractor's surety, if any.

Contractor must submit pay applications to the address for notice specified in the work.

Contractor will submit for approval with the signed contract a schedule showing the sequence in which Contractor proposes to perform the Work, and the dates on which Contractor plans starting and finishing stages of the Work (including acquiring materials, plant, and equipment). The schedule may be a formal computerized schedule or a progress chart in a form suitable to City, indicating the percentage of Work to be completed by any given date. The schedule chart must, at a minimum:

- a. List the different types of Work activities or Work elements.
- b. Show the logical interconnections controlling what Work must be accomplished before other Work can begin.
- c. Show proposed start and finish dates or duration of each Work activity or Work element.
- d. Calculate the "weighting" or relative worth each Work activity or Work element to the total project, either as a percent or dollar amount.

If Contractor fails to submit a schedule with the contract, City may withhold approval of progress payments until Contractor submits the required schedule.

Contractor must submit a progress report every 30 days, or as directed by City. The report must compare progress to the schedule referred to above. If Contractor falls behind schedule, Contractor must improve progress. City may specify steps to catch up, which Contractor must comply with without cost to City. City may require Contractor to increase the number of shifts, increase overtime operations, increase days of Work, and increase the amount of construction plant or equipment.

Contractor must give top priority to emergency Work and must allocate resources reasonably necessary to accomplish Work according to City's schedule requirements. If Contractor incurs additional cost, expense, or schedule delay in performing City's emergency Work, City will equitably adjust the Contract.

Contractor's failure to comply with City's requirements of City under this clause is grounds for City's determination that Contractor is not prosecuting the Work with sufficient diligence to ensure timely completion. Upon making this determination, City may terminate Contractor's right to proceed with the Work, or any separable part of it, according to the terms of this agreement.

NOTICES

Notices under this agreement shall be in writing and shall be hand delivered or sent by registered mail

or certified mail, return receipt request, postage prepaid, properly addressed, to the respective parties at the addresses set forth below in this agreement. Notice actually received shall be deemed for all purposes to have been in writing and shall, for all purposes, be deemed to have been fully given and received.

City of Laredo:
Keith Selman
1110 Houston Street
Laredo, TX 78040

Company Name: Southern Trenchless Solutions
Owner Name: Ramon Closner
Address: P.O. Box 8084
City, State, Zip Code: Weslaco, TX 78599

CORPORATE AUTHORITY

If any party of this agreement is a legal entity, including, but not limited to, an association, corporation, joint venture, limited partnership, or trust, that party represents to the other that this agreement and the transactions contemplated in this agreement and the execution and delivery hereof have been duly authorized by all necessary corporate, partnership, or trust proceedings and actions including, but not limited to, actions on the part of the directors, officers, and agents of the entity.

Furthermore, a corporate party represents that all appropriate corporate meetings were held to authorize the aforementioned obligations and certified copies of all corporate meetings or minutes and corporate resolutions authorizing this transaction have been delivered to all parties to this agreement prior to or at the time of execution of this agreement.

FUNDING

This agreement is contingent upon funding being available for the term designated in this agreement. The City's obligation for performance of an annual service contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

AMENDMENT OR MODIFICATION

This agreement represents the entire agreement by and between the parties except as otherwise provided in this agreement. It may not be changed except by written agreement duly executed by all of the parties.

ASSIGNMENT

Neither this agreement nor any duties or obligations under it are assignable by the Contractor without the prior written consent of the City of Laredo.

ENTIRE AGREEMENT

This agreement supersedes any and all other agreements, either oral or in writing, between the parties to this agreement with respect to this subject matter. No other agreement, statement, or promise relating to this subject matter will be valid or binding unless in writing and signed by both parties.

PUBLIC INFORMATION

Contractor acknowledges that this instrument is public information within the meaning of Chapter 552 of the Texas Government Code and accordingly may be disclosed to the public.

MISCELLANEOUS

This Agreement is entered into in Laredo, Webb County, State of Texas. **Its Construction And The Rights, Remedies, And Obligations Arising Under It Are Governed by The Laws of The State Of Texas.** But the Texas conflicts of law rules must not be used to apply the laws of a jurisdiction other than Texas. Both parties' obligations under this agreement are performable in Laredo, Webb County, Texas, and venue for any action arising under this agreement is only in Webb County, Texas.

If any part of this agreement is found invalid or unenforceable, the finding does not affect the remainder.

This Agreement inures to the benefit of and binds the heirs, representatives, successors, and permitted assigns of each party. This clause does not authorize any assignment not otherwise authorized.

This Written Agreement Represents The Final Agreement Between The Parties And May Not Be Contradicted By Evidence Of Prior, Contemporaneous, Or Subsequent Oral Agreements Of The Parties. There Are No Oral Agreements Between The Parties.

This Agreement may be changed only by a written agreement, signed by the party against whom enforcement of any modification is sought. Subject to that restriction, any of this Agreement's terms may be modified by the party entitled to their benefit, but no modification, express or implied, affects the right of the modifying party either (i) to apply any other term or condition or (ii) to apply the same term or condition to a later or earlier occasion.

This Agreement benefits the parties and their successors and permitted assigns only. It has no third party beneficiaries.

Notices must be in writing and by certified mail, return receipt requested. Notices pertaining to the work must be addressed to the parties at their respective addresses set forth in the preamble and also to the addresses specified in the work. Notices pertaining to this contract must be sent to the addresses set forth in the preamble. Notice is complete three days after deposit, properly addressed and postage prepaid, with the United States Postal Service. Failure to use certified mail does not defeat the effectiveness of notice actually received, but such notice is effective only on actual receipt. Address for notice may be changed by giving notice.

Plural constructions include the singular, and singular constructions include the plural. Whether a pronoun is masculine, feminine, or neuter does not affect meaning or application of the relevant term. The words "herein," "hereof," and other, similar compounds of the word "here" refer to the entire Agreement, not just to a part of it.

Paragraph captions are for ease of reference only and do not affect the interpretation.

This Agreement may be executed in multiple counterparts, each of which is an original, whether or not all parties sign the same document. Regardless of their number, counterparts constitute only one agreement. In making proof of this agreement, one need not produce or account for more counterparts than necessary to show execution by or on behalf of all parties.

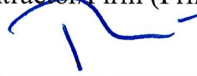
The parties must execute and deliver such additional documents and instruments as may be necessary to effect fully the provisions hereof. But no such additional documents can alter the rights or obligations of the parties stated in this agreement

The Utilities Department Director may, without further council action, agree to, sign, and deliver on behalf of the City all consents, certificates, memoranda, estoppels, and modifications of nonmaterial rights and obligations arising under this Lease and may declare defaults and pursue remedies for such defaults, including termination.

And the Owner in consideration of the full and true performance of the said work by said Contractor hereby agrees to and binds itself to pay the said Contractor the unit price set forth in the attached contract, and in the manner provided in the Specifications. IN WITNESS WHEREOF, the OWNER AND THE CONTRACTOR have hereunto set their hand this 5th day of May 2022.

Southern Trenchless Solutions

Contractor/Firm (Print)



Signature

Ramon Closner
Name (Print)

Title: Owner

Address: P.O. Box 8084.

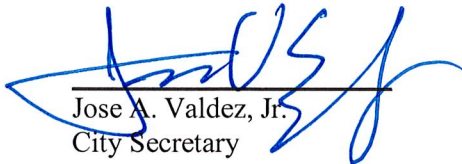
City/State/Zip Code: Weslaco, TX 78599

(956)277-0354
Telephone Number

Adminstx@southerntrenchless.com
E-mail

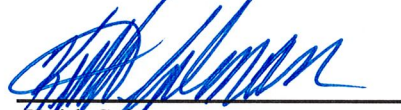


ATTEST:



Jose A. Valdez, Jr.
City Secretary

CITY OF LAREDO, TEXAS



Keith Selman
Interim City Manager

APPROVED AS TO FORM:



~~Sophia Garcia~~ David Hernandez Jr
ASST. Acting City Attorney

ATTACHMENT "A"



P O Box 8084; Weslaco, TX 78599
 1200 W Exp 83, La Feria, TX 78559
 Ph# 956-277-0354 Fax# 956-277-0355
 Adminstx@southern trenchless.com

Date Issued: 3/4/2022

Date of Acceptance: _____

2020 Buyboard Proposal

Project: CITY OF LAREDO 24" HDPE FUSIBLE PIPE BUSTAMANTE TO LOOP 20 AIRPORT (EMERGENCY

Buyboard Proposal Code No: 635-21

Line No.	Description	QTY	UNIT	Unit Price	Total
OFFSITE WATERLINE IMPROVEMENTS PH A (LOMAS TO CONCORD)					
231	Mobilization/Demobilization	2	EA	\$ 7,500.00	\$ 15,000.00
228	24" HDPE Fusible Pipe / 21" TO 24" Open Cut Installation Sewer/Water (0'-6' Deep)	14800	LF	\$ 220.00	\$ 3,256,000.00
229	Open Cut Extra Depth Add-ON Sewer/Water	14800	LF	\$ 4.00	\$ 59,200.00
202	Trench Safety	14800	LF	\$ 15.00	\$ 222,000.00
73	Installation of New Fire Hydrant	10	EA	\$ 7,800.00	\$ 78,000.00
199	Potholing for Nearby Utility Location 0'-8' deep up to 4HR duration	8	EA	\$ 825.00	\$ 6,600.00
194	Access Pit (0'-8' Deep)	2	EA	\$ 4,500.00	\$ 9,000.00
71	Connect to existing 8" to 16" Waterline	2	EA	\$ 5,500.00	\$ 11,000.00
511	Traffic Control	21	DAY	\$ 880.96	\$ 18,500.16
490	Repair/Rehab 2" Asphalt Repair	3,200	SY	\$ 142.19	\$ 455,008.00
534	Silt Fence	700	LF	\$ 6.00	\$ 4,200.00
530	Removal of Sediment and Debris	100	CY	\$ 78.00	\$ 7,800.00
506	Installation of Chain Link Fence	80	LF	\$ 140.00	\$ 11,200.00
	36" Bore with Steel/PVC/HDPE Casing	400	LF	\$ 879.00	\$ 351,600.00
	Remove and Replace Existing Concrete (Driveway, sidewalks, C&G, Etc.)	1,600	LF	\$ 136.00	\$ 217,600.00
	24" BUTTERFLY VALVE & BOX	12	EA	\$ 17,000.00	\$ 204,000.00
	24" 11.25 deg BEND,	2	EA	\$ 2,400.00	\$ 4,800.00
	24" 22.5 deg BEND,	2	EA	\$ 2,400.00	\$ 4,800.00
	24" 45 deg BEND,	6	EA	\$ 2,400.00	\$ 14,400.00

ATTACHMENT "A"

24" 90 deg BEND,	5	EA	\$ 2,600.00	\$ 13,000.00
24" x 24" TEE,	4	EA	\$ 4,500.00	\$ 18,000.00
24" x 8" REDUCER	1	EA	\$ 3,200.00	\$ 3,200.00
AIR RELEASE VALVE COMPLETE	4	EA	\$ 5,500.00	\$ 22,000.00
Concrete Wash Pits	3	EA	\$ 2,600.00	\$ 7,800.00
Casing for crossing (Storm, Sanitary, etc.)	100	LF	\$ 290.00	\$ 29,000.00
Sod/Seeding	1	LS	\$ 45,791.84	\$ 45,791.84
			\$	\$
TOTAL (GAS EASEMENT TO LOMAS)				\$ 5,089,500.00
COL Contingency	1	LS	<u>\$400,000.00</u>	
Performance & Payment Bond	1	EA	<u>\$284,125.00</u>	
Total with Contingency and Bonds				\$ 5,773,625.00

Exclusion: Water to be provided by the City of Laredo at no charge to Southern Trenchless, LLC.
Waste site to be provided by The City of Laredo

Instructions: Upon Receipt of Signed Proposal & Purchase Order we will begin to execute contract.

Signature: _____ Print Name: _____
Title: _____





ATTACHMENT B

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/08/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER McAfee Insurance Agency P. O. Box 825 321 Second Street Mercedes TX 78570	CONTACT NAME: Mindy Rivera PHONE (A/C, No, Ext): (956) 565-2481 FAX (A/C, No): (956) 565-2733 E-MAIL ADDRESS: mindy@mcafeeagency.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Southern Trenchless Solutions, LLC, DBA: Blue Green Municipal P. O. Box 8084 Weslaco TX 78599	INSURER A: Ohio Security Ins. Co.	
	INSURER B: Rock Ridge Insurance Company	
	INSURER C: Scottsdale Insurance Company	
	INSURER D: Texas Mutual Ins. Co.	
	INSURER E: Hanover Insurance Company	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 21-22 IM RENEWAL **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD / WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		BLS(22)56554097	04/17/2021	04/17/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Pollution Liability \$ 300,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		BW92-STR-2100040-00	04/17/2021	04/17/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist \$ 100,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		XNS0007398	04/17/2021	04/17/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	0001272586	07/12/2021	07/12/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Inland Marine		IHD A392425 07	08/13/2021	08/13/2022	Leased/Rented 300,000 Deuctible 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES [ACORD 101, Additional Remarks Schedule, may be attached if more space is required] Job: City Of Laredo

CERTIFICATE HOLDER City of Laredo	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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