

**CITY OF LAREDO
AMENDMENT NO. 1
I-35 FLYING J FORCE MAIN RELOCATION
CONSULTANT'S PROPOSAL & SCOPE OF WORK**

BASIC SERVICES

TASK 1: PROJECT MANAGEMENT AND PERMITTING

1. Provide utility coordination with TxDOT and utility providers
2. Attend two (2) coordination meeting with TxDOT.
3. Assist with TxDOT RULIS Permitting and Utility Agreements.
4. Assist with TxDOT requested Abandonment Letter and Exhibit.
5. Conduct internal QA/QC prior to plan submission to TxDOT and City of Laredo.

Deliverables:

- Project Coordination
- TxDOT Utility Coordination
- Assistance with Utility Agreement Executions
- QA/QC

TASK 2: REVISED FINAL PLANS AND SPECIFICATIONS

1. Update plans Utility and Traffic Control Plans per TxDOT consultant's comments post 100% plan submission.
2. Provide existing utility abandonment quantities per TxDOT's request.
3. Update TxDOT Standard and Technical Specifications.
4. Provide updated Construction Costs per TxDOT Standard Tool.
5. Assist with approval of plans by TxDOT for bidding.

Deliverables:

- Revised 100% Submittal

ADDITIONAL SERVICES

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

TASK 3: *CONSTRUCTION PHASE SERVICES*

1. Ardurra to develop a scope and fee for construction phase services, at the City's request.

SCHEDULE:

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

BASIC SERVICES		COMPLETION DATE
TASK 1	PROJECT MANAGEMENT AND PERMITTING	3 WEEKS FROM NTP*
TASK 2	REVISED FINAL PLANS AND SPECIFICATIONS	3 WEEKS FROM NTP*
ADDITIONAL SERVICES		
TASK 3	CONSTRUCTION PHASE SERVICES	TBD

*Contingent on TxDOT Approval

FEES:**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 in above, and for all expenses incurred in performing these services. The 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 actually completed at the time of billing. 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

ORIGINAL CONTRACT		\$ 41,880.00
CONTRACT SUBTOTAL:		\$ 41,880.00
BASIC SERVICES		
TASK 1	PROJECT MANAGEMENT AND PERMITTING	\$ 6,860.00
TASK 2	REVISED FINAL PLANS AND SPECIFICATIONS	\$ 13,080.00
AMD NO. 1 BASIC SERVICES SUBTOTAL:		\$ 19,940.00
ADDITIONAL SERVICES		
TASK 3	CONSTRUCTION PHASE SERVICES	TBD
AMD NO. 1 ADDITIONAL SERVICES SUBTOTAL:		TBD
AMD NO. 1 SUBTOTAL:		\$ 19,940.00
CONTRACT TOTAL:		\$ 61,820.00

**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.