

PROFESSIONAL SERVICES CONTRACT

STATE OF TEXAS

COUNTY OF WEBB

CITY OF LAREDO

Agenda Item:

City Council Date: 01/21/25

Utilities Relocations for TxDOT US59/Loop 20 PSE 3 **Contract for Design and Preparation of Plans and Specifications**

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

Porras Nance Engineering
304 E. Calton
Laredo, Texas 78041
(956) 724-3097

Engineer(s) duly licensed and practicing under the laws of the State of Texas, hereinafter termed "Consultant," said Contract being executed by the City pursuant to the City Charter and Ordinances and Resolutions of the City Council and by said Consultant for engineering services hereinafter set forth in connection with the above designated project for the City of Laredo.

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

The Consultant, in consideration for the compensation herein provided, shall render the following professional services contract necessary for the development of the Project to final completion, including designs, reports, and special and general conditions or instructions, as acceptable to the Utilities Director, or his duly authorized representative, subject to other provisions of this Contract.

The Consultant shall be represented by a registered professional engineer licensed to practice in the State of Texas at all review meetings of any official nature concerning the Project, including but not limited to scope of services meetings, staff review meetings, and meetings for acceptance of the project, and for permits subject to the approval of municipal, State, and federal agencies, where applicable. All documents submitted for review shall bear the seal of a registered professional engineer.

II Basic Services:

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

Services provided by the Consultant under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances (the Standard).

III Personnel:

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

IV Period of Performance:

Contract time is to be on a fast-track basis. (Attachment "B")

If upon review of the work, corrections, modifications and/or alterations are required of the Consultant, these items shall be completed by the Consultant before the work is accepted. Calendar days shall be charged for this period when changes are being made. However, if circumstances dictate, the City may authorize extensions of the time should there be delays due to reasons beyond the control of the Consultant. Such time extensions shall be equivalent to the amounts of delays incurred. Review time by the Owner will not be charged against Consultant's contract time.

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

The Consultant shall not be liable or responsible for, and those shall be excluded from the computation of the aforesaid period of time, any delays due to strikes, riots, acts of God, national emergency, acts of the public enemy, governmental restrictions, laws, or regulations, or any other causes beyond the Consultant's reasonable control. Within thirty (30) days from the occurrence of any event for which time for performance by Consultant should be significantly extended under this provision, Consultant may give written notice thereof to the City stating the reason for such extension and the actual or estimated time thereof. Failure to timely request such an extension shall waive Consultant's claim to consideration of an extension.

This contract shall remain in force for a period which may reasonably be required for the completion of the project, including any extra work and required extensions thereto, unless discontinued as provided for elsewhere in this contract.

The Consultant shall furnish upon completion of the work herein described in the "Scope of

Services" a complete set of the plans, specifications and reports for the project (hard copy and pdf format) for distribution by the City of Laredo.

V Compensation and Payment:

The City shall pay Consultant for the performance of services as outlined in this Contract on a monthly basis based on progress on works and submittals by the consultant providing satisfactory evidence that the work has achieved the amount claimed in proportion to the contract sum.

An amount of **Six Hundred Ninety One Thousand Four Hundred Dollars and no cents (\$691,400.00)** will not be exceeded without written authorization by the Owner. Said fee will include payroll costs and direct non-labor expenses. See Attachment "C" for compensation.

Monthly billings on duly certified work, which is work certified for payment to employer and principles, and expense evidenced by invoices for work performed during the preceding four-week accounting period will be submitted to the Owner during the course of the project. Compensation for additional services which may be required of the Consultant shall be paid as a lump sum amount agreed to through renegotiation if the Scope of Services described in the original contract is changed. See Attachment "F" Compensation for Additional Professional Services.

Once a month, the Consultant shall submit to the City a Partial Request for Payment filled out and signed by the Consultant covering the work completed as of the date of the Partial Request for Payment, and accompanied by such supporting documentation as is required by the Contract documents. The final contract sum is to be made by the City to the Consultant upon submission of all completion of project documentation, and one set of "As-Built" reproducible, and acceptance of the project.

VI Additional Services

All work performed by Consultant, which is either described in this paragraph or not included in the "Scope of Services" shall constitute additional services. These shall include:

- A. Travel and subsistence to points other than Consultant's or City offices and project site.
- B. Copies of final reports, studies, drawings and other data in excess of sets required in Basic Services.
- C. Other services not otherwise included in this contract or not customarily furnished in accordance with generally accepted engineering practice.

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

VII. Change Orders:

Change orders necessitated by unforeseen conditions or circumstances unknown to the Consultant will be paid by the City of Laredo. Any change orders necessitated by neglect or mistake by consultant in plans and specifications to be paid by the consultant.

VIII Termination and/or Suspension of Work

A. Right of Either Party to Terminate:

This Contract may be terminated by either party for substantial failure by the other party to perform (through no fault of the terminating party) in accordance with the terms of this Contract. The terminating party must issue a signed, written notice of termination (citing this paragraph) to the other party which shall take effect on the tenth day following receipt of said notice.

B. Right of City to Terminate:

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

C. Right of City to Suspend Giving Rise to Right of Consultant to Terminate:

The City of Laredo reserves the right to suspend this Contract at the end of any Phase for any reason by issuing a signed, written notice of suspension (citing this paragraph) which shall take effect on the tenth day following receipt of said notice by the Consultant. The suspension notice will outline the reasons for the suspension and the anticipated duration of the suspension but will in no way guarantee the total number of days suspended.

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

D. Procedures Consultant to follow upon receipt of Notice of Termination if issued by the City:

Upon receipt of a notice of termination and prior to the effective date of the termination, the Consultant shall, unless the notice otherwise directs, immediately begin the phase-out and discontinue all services in connection with the performance of this Contract and shall proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Contract. Within thirty

(30) days after **receipt** of the notice of termination, the Consultant shall submit a statement, showing in detail the services performed under this **Contract** prior to the **effective** date of termination.

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

Upon the above conditions having been met, the City shall promptly pay the Consultant that proportion of the prescribed fee which the services actually performed under this Contract bear to the total services called for under this Contract less previous payments of the fee.

Failure by the Consultant to comply with the submittal of the statement and documents as required above shall constitute a waiver by the Consultant of any and all rights or claims to collect monies that Consultant may rightfully be entitled to for services performed under this Contract.

E. Procedures Consultant to follow upon receipt of Notice of Suspension if issued by the City:

1. Upon receipt of a notice of suspension and prior to the effective date of the suspension, the Consultant shall, unless the notice otherwise directs, immediately begin to phase-out and discontinue all services in connection with the performance of this Contract and shall proceed to promptly cancel all existing orders and contract insofar as such orders and contracts are chargeable to this Contract.

Consultant shall prepare a statement showing in detail the services performed under this Contract prior to the **effective** date of suspension.

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

During the period of suspension, Consultant shall have the option to at any time submit the above referenced statement to the City for prompt payment of that proportion of the prescribed fee which the services actually performed under this Contract bear to the total services called for under this Contract, less previous payments of the fee.

2. In the event that Consultant exercises his right to terminate at any time after the effective suspension date, within thirty (30) days after **receipt** by the City of Consultant's notice of termination Consultant shall submit (if he has not previously done so) the above referenced statement showing in detail the services performed under this Contract prior to the effective date of suspension.

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

Upon the above condition being met, the City shall promptly pay the Consultant that proportion of the prescribed fee which the services actually performed under this Contract bear to the total services called for under this Contract, less previous payments of the fee.

Failure by the Consultant to comply with the submittal of the statement and documents as required above shall constitute a waiver by the Consultant of any and all rights or claims to collect monies that Consultant may rightfully be entitled to for services performed under this Contract.

IX Consultant's Insurance and Warranty:

Insurance: The Consultant shall procure and maintain insurance for protection from claims and workman's compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom.

The Consultant warrants that he has not employed or retained any company or person other than a bona fide employee working solely for the Consultant to solicit or secure this contract, and that he has not for the purpose of soliciting or securing this contract paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach of this warranty, the City shall have the right to terminate this contract under the provisions of VII above.

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

CONSULTANT shall, at its own expense, purchase, maintain and keep in force throughout the duration of this Agreement and for a period of two (2) years thereafter the following minimum insurance:

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

Consultant warrants, represents, covenants, and agrees that all of the work to be performed by Consultant under or pursuant to this Agreement shall be done (i) with the professional skill and care ordinarily provided by competent engineers or architects, as the case may be, practicing under the same or similar circumstances and applicable professional license; and (ii) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect, as the case may be.

X Changes in Scope of Services:

The City may, from time to time, request changes in the Scope of Services to be performed by the Consultant hereunder and if such changes are agreed to by the Consultant, they shall be included as **written amendments** to this contract.

XI Subletting or Assigning of Contract:

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

The "City" agrees to pay the "Consultant" for specified services as stated in the agreed contract. The "City" does not agree to pay any additional party either jointly or separately for the contract.

XII Consultant's Responsibility & Liability:

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

The Consultant further agrees to perform any re-designs, required as a result of the Consultant's development of the designs, plans, specifications, or documents which are found to be in error.

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

XIII Indemnification:

CONSULTANT SHALL AND DOES HEREBY AGREE TO INDEMNIFY AND HOLD HARMLESS THE CITY FROM ANY AND ALL DAMAGES, LOSS OR LIABILITY OF ANY KIND, WHATSOEVER, BY REASON, OF INJURY TO THIRD PERSON TO THE EXTENT CAUSED BY ANY NEGLIGENT ACT, ERROR, OR OMISSION OF CONSULTANT, ITS OFFICERS, AGENTS, EMPLOYEES, OR OTHER PERSONS FOR WHOM CONSULTANT IS LEGALLY LIABLE, IN RENDERING OR FAILING TO RENDER CONSULTANT SERVICES WITH REGARD TO THE PERFORMANCE OF THIS CONTRACT.

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

THE INDEMNIFICATION UNDER THIS SECTION SHALL INCLUDE REASONABLE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS IN PROPORTION TO CONSULTANT'S ADJUDICATED LIABILITY. THE CONSULTANT'S LIABILITY TO THE CITY UNDER THIS PROVISION SHALL IN NO EVENT EXCEED THE AMOUNT OF THE TOTAL COMPENSATION RECEIVED BY THE CONSULTANT FOR SERVICES HEREUNDER.

XIV Governing Law/Venue:

This contract has been negotiated and executed in the State of Texas and shall be governed by and constructed under the laws of the State of Texas. In the event of any legal action to enforce or interpret this contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Webb County, Texas, and the parties hereto agree to and do hereby submit to the jurisdiction of such court. Furthermore, the parties

specifically agree to waive any and all rights to request that and action be transferred for adjudication to another county.

XV Severability:

If for any reason, any one or more paragraphs of this contract are held invalid, such judgment shall not affect, impair, or invalidate the remaining paragraphs of the contract but be confined in its operations the specific section, sentences, clauses, or parts of this contract held invalid and invalidity of any section, sentence, clause or parts of this contract in any one or more instance, shall not affect or prejudice in any way the validity of this contract in any other instance.

XVI Interest of Consultant

The Consultant agrees that it has no interests, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract.

XVII Owner of Documents

All documents including the original drawings, estimates, specifications, field notes and data will remain the property of the Consultant as instruments of service. However, it is to be understood that the City shall have free access to all such information with the right to make and retain copies of drawings and all other documents including field notes and data. Any re-use without specific written verification or adaptation by Consultant will be at City's sole risk and without liability or legal exposure to Consultant. Any such verification or adaptation may entitle Consultant to further compensation at rates to be agreed upon by the City and Consultant.

XVIII Equal Employment Opportunity/Minority Business Enterprise:

The Consultant agrees not to engage in employment practices which have the effect of discriminating against any employee or applicant for employment and will take affirmative steps to ensure that applicants and employees are treated during employment without regard to their race, color, religion, national, origin, sex, age, handicap, or political belief or affiliation. Specifically, the Consultant agrees to abide by all applicable provisions of the Non-discrimination Clause as contained in the City of Laredo's current Affirmation Action Plan on file in the City Secretary's Office. In the event non-compliance occurs, the Consultant, upon written notifications by the City will commence compliance procedures within thirty (30) days.

XIX Political Interests in this Contract

No employee of the City shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom; provided, however, that this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

XX. Consequential Damages:

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

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

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

XXII. CONSULTANT will review information provided by the construction contractor that is incorporated in record drawings or other record documents, but CONSULTANT cannot verify accuracy of record drawings containing mark ups by the CONTRACTOR.

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

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

XXV. Federal Funding:

This Contract (is/**is not**) funded in whole or in part with Federal Funds. If this is a Federally funded airport improvement project, CONSULTANT must comply with the provisions listed on **Attachment "F"** and incorporated herein. If this is a federally funded non-airport improvement project, CONSULTANT must comply with the provision listed on **Attachment "G"** and incorporated herein.

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

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

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

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

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

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

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

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

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

XXVI Authority to Sign and Counterparts:

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

This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

XXI Entire Contract:

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

IN WITNESS WHEREOF, the City of Laredo has lawfully caused those presents to be executed by the hand of the City Manager of said City, and the corporate seal of said City to be hereunto affixed and this instrument to be attested by the City Secretary, and this Consultant, acting by the hand of Thelma Porras Nance Thereunto authorized Principal, Porras Nance Engineering does now sign, executed and deliver this document.

DONE AT LAREDO , TEXAS , on this ____ day of January, 2025.

Consultant

ATTEST:

Authorized Signature
Thelma Porras Nance, Principal
Porras Nance Engineering

CITY OF LAREDO:

Joseph W. Neeb
City Manager

Attest:

Approved as to form:
Doanh “Zone” T. Nguyen
City Attorney

Mario Maldonado, Jr.
City Secretary

Attachment "A"

SCOPE OF SERVICES

Professional Engineering Design Services:

The project involves engineering and surveying services to develop plans, specifications, bid documents, cost estimates, and construction administration for relocating existing water and sewer mains along Loop 20 that will be in conflict with the proposed US 59 roadway, drainage and bridge improvements planned by the Texas Department of Transportation (TxDOT).

The project consists of installing approximately 4,300 feet of 12" diameter water main, with associated bores, casing, fittings, valves, hydrants and appurtenances. Roughly 1,300 feet of 8" and 30" gravity sanitary sewers and 4,500 feet of 12" sewer force main must also be constructed with associated bores, casing, manholes, and related items. Many existing sewer manholes must be adjusted to new finished grade conditions. Roughly 19,000 feet of existing water and sewer mains that will be abandoned in place must be pressure grouted, except where conflicts with bridge piers require spot removal. The abandoned East Central water booster station must be demolished and disposed of with this project. All new mains will be installed within the proposed highway right-of-way at offset corridors assigned by the State. These water and sewer improvements will be publicly bid and constructed by a qualified Contractor selected by the City. Construction plans and quantities will be developed using City standards and specifications.

TxDOT will provide the Consultant CAD files of the proposed roadway, drainage, and bridge improvements to reference into our plans ensuring that the utility relocations will not be in conflict with any proposed roadway improvements. Existing soil bore information currently available with the roadway plans should be sufficient for the proposed utility relocation work so no additional geotechnical coordination will be required through our office.

Plans will be reviewed and approved by both the Water Utilities Department and TxDOT, who must coordinate with other utilities in the area that are also relocating their facilities via TxDOT's utility coordination team. The Consultant will prepare the TxDOT Utility Permits required for improvements installed within State right-of-way, which will be formally submitted through the City's ROW Manager.

The Consultant will provide supporting cost estimates and eligibility ratio calculations for the City's project manager to prepare and complete their Standard Utility Agreements for cost reimbursement through TxDOT. The City will provide all related easements, legal documentation and other information required by the State.

The Consultant will conduct topographic surveys to identify existing main location and depth at proposed interconnection points within the proposed right-of-way. Access to each property will be coordinated through the City. During construction the Consultant will provide construction staking and administration and coordinate with City and TxDOT inspectors, who will provide direct construction oversight. As-built surveys will be reflected on post-construction record drawings. Related CAD and point location (csv) files will also be provided in grid coordinates for City and TxDOT records.

ATTACHMENT "B"

PRODUCTION SCHEDULE

The Consultant contracts and agrees to complete the various phases of work under Section II of this contract in accordance with the schedule set forth as follows:

1. Preliminary Engineering Design Services: (30%)

The Consultant shall commence work upon written authorization from the CITY to proceed with this phase of work as described in Attachment "A" and agrees to complete all work required in:

_____ 3 _____ CALENDAR MONTHS

2. Engineering Design Services: (50%)

The Consultant shall commence work upon written authorization from the CITY to proceed with this phase of work as described in Attachment "A" and agrees to complete all work required in:

_____ 4 _____ CALENDAR MONTHS

3. Construction Administration: (20%)

Final timeline will depend on construction schedule

Not included within the calendar months for completion shall be the number days expiring from the date of submittal to the CITY of the review documents to the date the review is completed and comments returned to the Consultant.

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

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

<u>Task</u>	<u>Fee</u>
Topographic Survey	\$ 55,060
TxDOT Permits, SUA assist and Utility Coordination	\$ 44,900
Plans, Specs, Bidding Docs, Estimates (60/90/100%)	\$ 452,160
Construction Staking, Coordination & Administration	\$ 116,480
As Built Plans & Close Out Documents	\$ 22,800
Total Engineering Services	\$ 691,400

Material testing fees are not included. This proposal does not include environmental surveys or permits, as they are not anticipated with this project.

Method of Payment

Payment shall be made to the Consultant on a month basis based upon the progress of works and submittals by the consultant providing satisfactory evidence that the work has achieved the amount claimed in proportion to the contract sum.

The City will approve partial payment of the contract sum during the course of the contract. The final contract sum is to be made by the City to the Consultant upon submission of all completion of project documentation, and one set of "As-Built" reproducible, and acceptance of the project.

2. The Consultant may upon written authorization from the Utilities Director, request partial payments for work performed for the various phases 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."

ATTACHMENT "D"
COMPENSATION FOR ADDITIONAL PROFESSIONAL SERVICES

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 2.5 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. Investigations involving detailed consideration of operations, maintenance and overhead expenses.

ATTACHMENT "D" CONTINUED
COMPENSATION FOR ADDITIONAL PROFESSIONAL SERVICES

6. Providing value engineering during the course of design.
7. Preparation of feasibility studies not required in the base contract.
8. Cash flow and economic evaluations, rate schedules and appraisals.
9. Detailed quantity surveys of material, equipment and labor.
10. Audits or inventories required in connection with construction performed by the City.
11. 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.
12. Making revisions to Drawings and Specifications occasioned by substitutions.
13. Services during out-of-town travel required of Consultant.
14. Additional services during construction made necessary by
 - (1) work damaged by fire or other cause during construction,
 - (2) a significant amount of defective or neglected work of contractor(s).
 - (3) acceleration of the progress schedule required by the City involving services beyond normal working hours, and
 - (4) default by contractor(s).
15. Preparation of operating and maintenance manuals.
16. 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).
17. Training personnel for operation and maintenance.
18. 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.
19. Actual performance of test borings and other soil or foundation investigations and related analysis.
20. Detailed mill, shop and/or laboratory inspection of materials or equipment.
21. Additional copies of reports, drawings, and specifications over the number specified in the base contract.
22. Providing renderings or models for City use.

23. Project aerial mapping.
24. Surveying services other than those required for the successful completion of the design of the project.

ATTACHMENT "E"

CITY OF LAREDO RECOMMENDED INSURANCE PROVISIONS FOR PROFESSIONAL SERVICES CONTRACTS

The following insurance provisions shall modify Section IX 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.

ATTACHMENT "F"
HOURLY RATE

Principal	\$ <u>280.00</u>
Licensed Engineer	\$ <u>195.00</u>
Design Engineer	\$ <u>160.00</u>
Planner	\$ <u>N/A</u>
Registered Surveyor	\$ <u>195.00</u>
Senior Draftsman	\$ <u>125.00</u>
Draftsman	\$ <u>115.00</u>
Engineering Technician	\$ <u>125.00</u>
Design Technician	\$ <u>95.00</u>
Secretary	\$ <u>70.00</u>
Administrative Assistant	\$ <u>65.00</u>
Field Party (2-man)	\$ <u>180.00</u>
Field Party (3-man)	\$ <u>250.00</u>
Field Party (GPS)	\$ <u>180.00</u>
Project Representative	\$ <u>N/A</u>
Project Coordinator	\$ <u>N/A</u>