



CIVIL ENGINEERING CONSULTANTS
DON DURDEN, INC.

May 5, 2020

Luis Perez-Garcia, P.E., Webb County Engineer
Webb County Engineering Department
1620 Santa Ursula, 2nd Floor
Laredo, Texas 78040

Jose A. Lopez, III, CTPM, Webb County Purchasing Agent
Webb County Purchasing Department
1110 Washington St., Suite 101
Laredo, Texas 78040

E0651500

RE: Proposal for Professional Engineering & Surveying Services
Webb County – Tex Mex Parking lot – Revision 2

Dear Mr. Perez-Garcia and Mr. Lopez:

Civil Engineering Consultants (CEC), appreciates the opportunity to present this proposal to provide professional engineering and surveying services on the above referenced project. In response to your request, we offer the following fee proposal to provide a striping plan for the Webb County - Tex Mex Parking Lot (approximately 5,600 square yards) on the north east corner of Convent Avenue and Washington Street across from the Webb County Administrative Building in Laredo, TX. Thus, unless otherwise instructed, the scope and principal elements of work for our services will include the following:

SCOPE OF WORK:

1. *Conduct a limited improvement survey of the perimeter interior sidewalk edges and driveway locations for the existing proposed parking lot area. Incorporate survey data into a working plan drawing to be used for the striping plan. (\$1,600.00)*
2. *Prepare a sign and sealed striping plan of the proposed asphalt area within the existing as constructed parking lot. (\$2,800.00)*
3. *Attend two meetings with the Webb County Engineering Department to discuss the striping plan. (\$600.00)*

FEE: Our Fee Budget for these services will be as follows:

ENGINEERING SERVICES FEE: \$5,000.00

The Fee Budget for each Task is based on our estimate of the time required to complete the Task and our current standard hourly billing rates. Although CEC will not exceed the Total Fee stated above for the Scope of Work, we reserve the right to reallocate the Total Fee among the various tasks that make up the scope of work to account for the actual time used to complete each Task.

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Additional construction and/or design phase services not specifically identified in this proposal will be invoiced on an hourly basis using our Standard Hourly Billing Rates in effect at the time the services are provided.

The following services are not included in the proposal and if needed; would require an additional services agreement:

1. *Geotechnical investigations, pavement and drainage designs, detention pond designs, subsurface explorations, fencing layouts or plans and utility coordination or designs are not included in this proposal.*
2. *All associated platting, rezoning, special use permitting, permitting, recording, or governmental fees are not included in this proposal.*
3. *This proposal does not include any property boundary staking or corner determinations.*
4. *This proposal does not include any grading evaluations, ingress or egress driveway evaluations, accessibility routes or pedestrian access evaluations or sidewalk and curb plan locations.*
5. *This proposal does not include the preparation of any construction documents, other than the striping plan sheet.*
6. *This proposal does not include any construction staking. If staking is required by the Contractor, then the fee for that service will be agreed upon under a separate proposal.*
7. *This proposal does not include any on-site or off-site electrical engineering designs for additional AEP easements and/or electrical service lines to the parking lot.*
8. *This proposal does not include any bidding or construction related services.*

NOTE: The work performed by CEC under this proposal is related to an on-going project initiated by Webb County; therefore, CEC does not accept any liability associated with the current pavement design, existing constructed improvements, final location of ParkingBOXX system and/or grading of existing, as constructed, conditions related to any prior or future work on the parking lot.

GOVERNMENTAL FEES: City permitting, and other governmental fees are anticipated for this project and an estimate will be provided based on current requirements. These fees are established by the government/City and can change without notice. CEC assumes the Owner will pay all governmental fees more than \$500. CEC can pay fees that are less than \$500, and if we do, we will bill you for the amount advanced on your behalf plus 10%.

OTHER CHARGES: No other charges are anticipated for this project; however, should other additional services be required which necessitate travel, it will be added to your invoices, such as mileage at the rate of \$0.60 per mile, overnight charges, reproduction charges, lodging and meals per diem at the rate of \$35.00 per person per day plus actual cost of lodging and meals.

TERMS: You will be invoiced monthly for work performed. Payment of each invoice is due upon receipt. If any balances remain unpaid for more than 30 days, we reserve the right to charge interest at the rate of 1% per month. In addition, if any balance remains unpaid for 60 days or more, we reserve the right to suspend work until the account is brought current. Other terms and conditions are included in the Standard Terms and Conditions, attached.

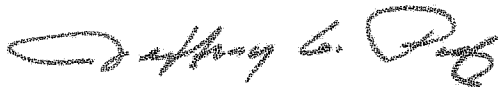
SCHEDULE: The following project completion schedule is an estimate of time based on past experiences. For this project we anticipate final plans to be completed on or before June 1, 2020.

ACCEPTANCE AND AUTHORIZATION TO PROCEED: To authorize us to proceed with this work, please sign in the space indicated below and return one copy to us. We will begin work upon your written notice to proceed and/or signed copy of this proposal; to which, if authorized to proceed, you acknowledge acceptance of this proposal. This proposal is valid for 30 days from the date on this letter. After 30 days, CEC reserves the right to adjust the fee and schedule if necessary.

We appreciate the opportunity to provide you with this proposal. If you have any questions, please do not hesitate to contact me.

Sincerely,

**CIVIL ENGINEERING CONSULTANTS
LAREDO DIVISION**



Jeffrey G. Puig, P.E., R.P.L.S.
Principal, Laredo Division Manager

cc. Nohely Flores, Webb Civil Legal Division

By accepting this proposal, I certify that I am the owner of the property that will be improved by this work, or a legally authorized representative of the owner.

ACCEPTED:

Printed Name, Title

Signature

Date

STANDARD TERMS AND CONDITIONS AGREEMENT

1. **ADDITIONAL SERVICES:** Additional services shall include any additional office or field services caused by any changes in the project and/or scope. Any such changes will be billed at the hourly rates stated herein or, if no such rates are stated, at CEC's customary hourly billing rates. Without otherwise limiting the scope of this paragraph, it is specifically agreed that any such additional services caused by policy or procedural changes, governmental agencies, client's legal disputes including litigation or arbitration, or any services associated therewith (preparation for depositions, etc.), will be regarded as additional services.

2. **OWNERSHIP OF DOCUMENTS:** All tracings, specifications, computations, survey notes and other original documents, considered as instruments of service, are and shall remain the property of CEC unless otherwise provided by law. Client agrees to not use such items on other projects without CEC's prior written consent. CEC is under no obligation to retain said documents beyond the completion of the project and may discard them at CEC's sole discretion.

3. **LIMITATIONS ON COST ESTIMATES:** Because CEC has no control over the cost of labor, materials, equipment, or services furnished by others, or over any methods used by the Construction Contractor(s) to determine prices, or over competitive bidding or market conditions, CEC's opinions of probable project costs and construction costs provided for herein will be made on the basis of CEC's experience and qualifications and represent CEC's best judgment as an experienced and qualified professional firm, familiar with the construction industry. However, CEC cannot and does not guarantee that proposals, bids, or actual project costs or construction costs will not vary from opinions of probable cost prepared by CEC.

4. **APPROVAL OF SERVICES:** The services performed by CEC shall be deemed approved and accepted by Client as and when invoiced unless Client objects within 30 days of the invoice date by written notice specifically stating the details by which Client believes such services are unacceptable.

5. **DELAY:** Any delay, default, or termination in or of the performance of any obligation of CEC under this Agreement caused directly or indirectly by strikes; accidents; acts of God; shortages or unavailability of labor, materials, power, or transportation through normal commercial channels; failure of Client or Client's agent(s) to furnish information or to approve or disapprove CEC's services promptly; late, slow, or faulty performance by Client, other contractors, or governmental agencies, the performance of whose work is precedent to or concurrent with the performance of CEC's work; or any other acts of the Client or any other federal, state, or local governmental agency or any other cause beyond CEC's reasonable control shall suspend the obligations of CEC as long as performance is delayed or prevented thereby, and the fees due hereunder shall be equitably adjusted.

6. **TERMINATION:** In the event Client fails to pay CEC within 60 days after invoices are rendered, or in the event of any other material breach by the Client, CEC, in addition to any other remedies available by law or in equity, shall have the right, at its election, to either terminate this agreement or suspend the services until the default is cured.

7. **INDEMNIFICATION:** Client shall indemnify and hold CEC harmless from all loss, expense, claim, damage or liability of any nature, including attorney's fees, arising out of Client's failure to pay CEC, or otherwise perform in accordance with the terms of this Agreement.

8. **REPLACEMENT OF SURVEY STAKES:** CEC, if specified in the Agreement, will provide necessary construction stakes. In instances where it is determined that negligence on the part of the Client or others results in the need for restaking, the cost of such restaking will be billed as an extra to the Client on a time and materials basis. It will be the Client's responsibility to provide adequate protection of the stakes against his own negligence or the negligence of those working for or with him and against

vandalism by others. If staking is prematurely ordered by the Client or others and construction does not take place, it will also be the Client's responsibility to protect said stakes until such time as construction takes place.

9. **OBSERVATION AND TESTING FOR CONSTRUCTION SAFETY:** The observation and testing for construction safety is not included herein.

10. **RESTRICTIONS ON USE OF DOCUMENTS:** It should be understood that any documents rendered under this agreement will be prepared in accordance with the agreed scope and will pertain only to the subject project and are prepared for the exclusive use of the Client. Use of the reports and data contained therein for other purposes is at the Client's sole risk and responsibility. The formal results of CEC's services will be in hard copy form only (reports, drawings, specifications, etc.). CEC assumes no responsibility to its Client for data, drawings, or text provided on computer disks or tapes.

11. **SHOP DRAWINGS/SAMPLES:** If included in the scope of work, CEC's review and approval will be only for conformance with design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, techniques, sequences or procedures or construction. Approval of a separate item as such will not indicate approval of the assembly in which the item functions.

12. **STANDARD OF CARE:** CEC's services will be performed solely for the exclusive use of the Client and no right or obligation will extend to any third party. CEC's services are rendered without any expressed or implied warranty, but will be in full compliance with the general standards exercised by like professionals in the same locale.

13. **INSURANCE:** CEC maintains general liability and property damage insurance policies. Certificates of insurance evidencing such coverage will be provided to Client upon written request. Client acknowledges that CEC will not be liable to Client for any loss, damage, cost, or expense which, in the aggregate, would be greater than the amounts of CEC's insurance coverage limits, exclusions and conditions as set forth in such policies.

14. **LIMITATION OF LIABILITY:** CEC's liability to the Client for claims outside the scope of the insurance policies referenced in Paragraph 13 is limited to the greater of either the aggregate sum of \$25,000, or CEC's total fee for services rendered pursuant to the Agreement. Any project contract executed by the Client shall include the following clause:

Contractor agrees that CEC's liability, if any, is limited to the policy amount applicable to any public liability or property damage claim and is otherwise limited to the greater of either the aggregate sum of \$25,000, or CEC's total fee for services rendered on this construction contract. Contractor further agrees to include this clause in its entirety in any subcontract or material contract for this project.

15. **HAZARDOUS MATERIALS-ASBESTOS:** If potentially hazardous materials or asbestos are encountered, CEC shall have the right to suspend its services and the right, by written notice to Client, to terminate the services described in the scope of work. Client shall remain liable for and shall pay all fees and charges incurred under the provisions of this Agreement through the date of termination. CEC's expertise in the area of hazardous materials does not include asbestos detection and evaluation. CEC will not be liable to investigate for, or otherwise determine the presence of asbestos. Client hereby represents that is has no cause to suspect the presence of any potentially hazardous materials or asbestos. To the maximum extent permitted by law, the Client will indemnify and defend CEC and its officers, employees, subconsultants, and agents from all claims, damages, losses and expenses including but no limited to direct, indirect or consequential damages and attorney's fees arising out of or relating to the presence of asbestos or other hazardous substances on or from the Project.