

**PROFESSIONAL SERVICES AGREEMENT  
ARDURRA GROUP, INC. AND THE CITY OF LEON VALLEY**

THE CITY OF LEON VALLEY, Texas, a Texas municipal corporation (OWNER and CLIENT) engages Ardurra Group, Inc. (ENGINEER) to perform professional services under the following terms and conditions:

- I. SERVICES: ENGINEER agrees to provide General/Additional Engineering Services and Services for Public Works Construction Projects with engineer(s) duly licensed and practicing under the law in the State of Texas, in conformance with the following descriptions, terms and conditions:
  - A. GENERAL/ADDITIONAL SERVICES: See Attachment "A".
  - B. PUBLIC WORKS CONSTRUCTION PROJECTS: See Attachment "B".
- II. COMPENSATION: Client agrees to pay ENGINEER an amount not to exceed \$500,000 per fiscal year for the services described above in accordance with the descriptions, definitions, terms and conditions found in Attachment "C" unless otherwise approved by City Council.
- III. DURATION: This Agreement shall be effective for a period of three years beginning from the date that the CLIENT's signature is affixed to this agreement.
- IV. PAYMENT: ENGINEER will invoice CLIENT monthly in amounts based on ENGINEER's estimate of the amount of Basic Services completed plus charges for Additional Services performed. CLIENT agrees to review the invoices submitted for approval and to pay ENGINEER the approved amounts within 30 days of the date of the invoice.
- V. INSURANCE AND INDEMNITY: ENGINEER agrees to maintain Worker's Compensation Insurance to cover all its own personnel engaged in performing services for CLIENT under this Agreement. ENGINEER also agrees to maintain Commercial General Liability insurance that will protect the ENGINEER and CLIENT from claims for damages because of bodily injury, personal injury, sickness, disease or death and insurance that will protect the ENGINEER and CLIENT from claims for damages to or destruction of tangible property of others, including loss of use thereof. The minimum policy limits of liability for this line of insurance coverage should be:
  - \$1,000,000.00 Occurrence Limit
  - \$2,000,000.00 General Aggregate
  - \$2,000,000.00 Products/Completed Operations Aggregate
  - \$1,000,000.00 Contractual Liability

This line of insurance shall be endorsed naming CLIENT as an Additional Insured for both ongoing and completed operations and shall provide a Waiver of Subrogation in favor of CLIENT.

Commercial/Business Automobile Liability insurance that will protect the ENGINEER and CLIENT from claims for damages arising out of the maintenance, operation, or use of any owned, non-owned or hired vehicles. The minimum policy limits of liability for this line of insurance coverage for bodily injury and property damage combined shall not be less than \$1,000,000.00 per each occurrence.

This line of insurance shall be endorsed naming CLIENT as an Additional Insured for both ongoing and completed operations and shall provide a Waiver of Subrogation in favor of CLIENT.

Professional liability (errors and omissions) insurance with minimum coverage limits of \$3,000,000.00 per claim, \$3,000,000.00 in the aggregate.

The insurance policies shall contain a provision or endorsement that the coverage afforded will not be cancelled, materially changed or renewal refused until at least thirty (30) days prior written notice has been given to OWNER.

**TO THE FULLEST EXTENT PERMITTED BY LAW ENGINEER SHALL FULLY INDEMNIFY AND HOLD HARMLESS THE OWNER, AND AGENTS AND EMPLOYEES OF OWNER FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR RELATING TO THE PERFORMANCE OF THE WORK, PROVIDED THAT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS ATTRIBUTED TO BODILY INJURY, SICKNESS, DISEASE OR DEATH, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY (OTHER THAN THE WORK ITSELF), BUT ONLY TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF ENGINEER, A CONSULTANT, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM.**

**IN CLAIMS AGAINST ANY PERSON OR ENTITY INDEMNIFIED UNDER THIS SECTION V, BY AN EMPLOYEE OF ENGINEER, A CONSULTANT, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, THE INDEMNIFICATION OBLIGATION UNDER SECTION V SHALL NOT BE LIMITED BY A LIMITATION ON AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR ENGINEER OR A CONSULTANT UNDER WORKERS' COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEE BENEFIT ACTS.**

- VI. OPINIONS OF COST: ENGINEER has no control over the following items that impact project construction costs: labor cost, material cost, equipment cost, services furnished by others, Contractors' methods of determining prices, competitive bidding conditions, and market conditions. Therefore, the Engineer's Opinions of Probable Project Cost and of Probable Construction Cost are understood to be made on the basis of his experience and represent his best judgment as a qualified Professional Engineer familiar with the construction industry and the ENGINEER does not guarantee that estimates, proposals, bids or actual Project and Construction Costs will not vary from the Engineer's Opinion of the Probable Project Cost of Opinion of Probable Project Cost or Opinion of Probable Construction Cost.
- VII. REUSE OF DOCUMENTS: All documents prepared by ENGINEER pursuant to this Agreement, including drawings, and specifications are instruments of service with respect to projects. They are not intended or represented to be suitable for reuse by OWNER or others for extending the original project or on any other projects. OWNER may reuse Engineer's documents, but any reuse without written verification or adaptation by ENGINEER for the additional purpose will be at the OWNER'S sole risk and without liability or legal exposure to ENGINEER. Any variation or adaptations requested of ENGINEER by OWNER shall entitle ENGINEER to further compensation.
- VIII. TERMINATION:
- A. Either OWNER OR ENGINEER may terminate this Agreement at any time prior to completion of ENGINEERS's services. Terminations shall be initiated by a letter providing thirty (30) days written notice to the other party at its address of record.
  - B. COMPENSATION PAYABLE ON TERMINATION: On termination by either CLIENT or ENGINEER, CLIENT shall pay ENGINEER as follows:
    - 1) Public Works Construction Projects (phase complete): CLIENT shall pay to ENGINEER the entire lump sum amount previously agreed upon for the completed phase in accordance with Attachment "C", Paragraph B.
    - 2) Public Works Construction Projects (phase incomplete): CLIENT shall pay ENGINEER the lesser of the following two amounts:
      - a) The amount required in VIII.B.1, or

b) The amount determined by applying the hourly and reimbursable rates specified for General/Additional Services in Attachment "C", Paragraph A, to the portions of the phase that have been performed prior to the date of termination.

3) General/Additional Services: CLIENT shall pay ENGINEER the amount determined by applying the hourly and reimbursable rates specified in Attachment "C", Paragraph A, to the extent of services that have been performed prior to the date of termination.

- IX. SUCCESSORS AND ASSIGNS: OWNER and ENGINEERS each binds himself and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement. Neither OWNER nor ENGINEER shall assign, sublet or transfer his interests in this Agreement without the written consent of the other. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than OWNER and ENGINEER.
- X. SPECIAL PROVISION: This instrument, with Attachments "A", "B", and "C", contains the entire Agreement between OWNER and ENGINEER.
- XI. INVALIDATION: This Agreement shall become invalid unless it is executed by OWNER within ninety (90) days of the ENGINEER's signature date or unless the period is extended in writing by the ENGINEER.
- XII. MODIFICATIONS: No one has authority to make alternations or additions to the terms of this Agreement on behalf of OWNER or ENGINEER other than a person duly authorized by the party's appropriate authority with the consent of both parties, and then only in writing signed by the party's appropriate authority.
- XIII. CHANGE OR SUSPENSION OF WORK; Without invalidating this agreement, OWNER may, at any time or from time to time, order additions, deletions, or revisions in the work by written amendment. Upon receipt of any such document, ENGINEER shall promptly proceed with the work involved. At any time, with or without cause, OWNER may suspend the work or any portion thereof. ENGINEER shall be allowed an adjustment in the contract price or an extension of the contract time, or both, directly attributable to any such suspension.
- XIV. ATTORNEY'S FEES: In the event of any controversy, claim, or dispute between the parties that arises out of or relates to this agreement, the prevailing party will be entitled to recover from the other party any attorney's fees, expenses and costs.
- XV. GOVERNING LAWS AND VENUE: This contract shall be governed by the laws of the State of Texas and venue, of all legal proceedings hereunder shall be in Bexar County, Texas.

**Engineer: Ardurra Group, Inc.**

**Owner: The City of LEON VALLEY**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: City Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT "A"**  
**GENERAL/ ADDITIONAL SERVICES**  
**SCOPE OF WORK**

1. Provide Project Representative and other personnel as required for on-site construction observation.
2. Property survey and establishment of boundaries and monuments with related computations and drafting.
3. Preparation of property or easement descriptions.
4. Preparation of special reports required for marketing of bonds.
5. Small design assignments with construction costs less than \$150,000.
6. Appearances before regulatory agencies.
7. Assistance as an Expert Witness in litigation with third parties arising from the development or construction of a project or for other reasons. The work may include the preparation of engineering and reports.
8. Special investigations; preparation of rate schedules; earnings and expense statements; feasibility studies; evaluations; and material audits or inventories required for certification of force account construction performed by OWNER.
9. Soil and foundation investigations including field and laboratory tests, borings, related engineering analyses, and recommendation.
10. Detailed inspection of materials or equipment.
11. Travel and subsistence required of the ENGINEER and authorized by OWNER.
12. Preparation of applications and supporting documents for government permits.
13. Preparation of environmental statements.
14. Preparing for and attending public hearings and other meetings.
15. Preparation of operating instructions and manuals for facilities.
16. Training of personnel and assistance in operation of facilities.
17. Surveying related to construction layout.
18. Technical review of subdivision plats and zoning cases.
19. Any other special or miscellaneous assignments specifically authorized.

## **ATTACHMENT "B"**

### **PUBLIC WORKS CONSTRUCTION PROJECTS SCOPE OF WORK**

#### **A. Preliminary Design Phase**

1. Attend preliminary conferences with OWNER and other interested parties, including public meetings when project is presented and discussed.
2. Establish the scope of soil investigation, special surveys and tests. Arrange for such work to be done. OWNER shall contract directly with the party performing the soil investigation, special survey and/or tests.
3. Prepare a preliminary engineering report that indicates the problems and alternate solutions with preliminary layouts, opinion of probable construction costs, and ENGINEER's recommendations.

#### **B. Detailed Design Phase**

1. Establish the scope of additional soil investigations, special surveys and tests required for design. Arrange for such work to be done. OWNER shall contract directly with the party performing the soil investigation, special survey and/or tests.
2. Furnish engineering data necessary for application for routine permits required by government agencies. Preparation of applications and other participation in the application process are considered Additional Services.
3. Provide field surveys required in the design of the project.
4. Prepare detailed specifications and contract drawings (contract documents) for construction. Prepare additional documents required for bidding.
5. Prepare detailed opinions of probable cause.
6. Furnish OWNER with all necessary copies of approved contract documents, including notices to bidders and proposal forms.

#### **C. Bidding Phase**

1. Assist OWNER with advertisement of the Project for bids.
2. Assist OWNER with opening and tabulation of the bids as follows:
  - a. Assist with distribution of contract documents.
  - b. Attend and lead the bid opening meeting.
  - c. Tabulate received bids and check extensions for correctness.
  - d. Check financial references and past project references for the two (2) apparent low bidders.
  - e. Make recommendation for the award of the construction contract.
3. Assist in the preparation of formal Contract Documents.

#### **D. Construction Phase**

1. Make at a minimum, 1 visit to the construction site every week to observe the progress and quality of the work and to determine if the work is generally proceeding in accordance with the plans and specifications. Submit monthly reports relating to such visits. The OWNER may request additional visits and reports as Additional Services. The ENGINEER shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor or for the Contractor's failure to construct the project in conformance to the contract documents.
2. Consult with and advise OWNER. Issue instructions to Contractor as requested by OWNER. Prepare and issue routine Change Orders approved by OWNER.
3. Review samples, catalog data, schedules, shop drawings, laboratory tests, shop tests, and mill tests of material and equipment and other data that the Contractor submits for general conformance with the Contract Documents. The review by ENGINEER does not relieve Contractor of any of Contractor's responsibilities including, but not limited to, confirmation of dimensions at the project site, implementation of appropriate safety measure& to protect workers and the public, and construction of a complete and workable facility in accordance with the Contract Documents.
4. Obtain and review Contractor's monthly estimates and requests for payment. Furnish recommendations to OWNER. Assemble written guarantees that are required by the contract documents.
5. Perform a final project review with the OWNER for compliance with the Contract Documents and submit recommendations concerning project status to OWNER.

**ATTACHMENT "C"**

**ARDURRA GROUP, INC. RATE SCHEDULE**

**A. GENERAL/ADDITIONAL SERVICES**

**Engineering, Planning:**

Position	Proposed Hourly Rate
Practice Director	\$250
Sr Project Manager	\$230
Project Manager	\$220
Engineer VI	\$165.00
Engineer IV	\$155.00
Engineer II	\$140.00
GIS Analyst	\$132.00
Designer III	\$140.00
Designer II	\$128.00
CADD Tech	\$120.00
Construction Observer	\$125
Clerical	\$75
RPLS	\$200
SIT	\$155.00
Field Crew (2-Man)	\$190.00

**Review of Subdivision Plats and Plans:**

- 1. Residential Plats
  - Residential Preliminary Plat (Base).....\$315 per plat
  - Residential Final Plat (Base).....\$315 per plat
  - Lot fee in addition to base
    - 1-20 Lots.....\$22 per lot
    - 21-100 Lots.....\$16 per lot
    - 101 or more.....\$11 per lot
  
- 2. Residential Plans
  - Residential Street and Drainage Plan Review
    - 1-50 Lots.....\$500
    - 51 or more.....\$750
  
- 3. Commercial and Other Plats
  - Commercial Preliminary Plat (Base).....\$315 per plat
  - Commercial Final Plat (Base).....\$315 per plat
  - Plus..... \$200 per plat
  
- 4. Commercial Plans
  - Commercial Street, Drainage, TIA, Storm Water Management Plan and Site Grading.....Hourly based on Rate Schedule

Charges are due and payable within thirty (30) days after receipt of the invoice. Late payment may be charged an interest rate of 1.5% per month of the unpaid balance.

**B. PUBLIC WORKS CONSTRUCTION PROJECTS**

**Negotiated Lump Sum Fee**

Major Task Orders will be compensated on the basis of a negotiated lump sum fee that are calculated at the hourly rates agreed upon. Such tasks shall include but not be limited to:

- a. Street and/or Drainage Maintenance Plans, Specifications & Estimates (PS&E)
- b. Water and/or Wastewater infrastructure PS&E's
- c. Capital Project PS&E's
- d. Street Maintenance Master Planning
- e. Drainage Master Planning
- f. Development of other Master Plans (e.g., Major Thoroughfare Plan)
- g. City Code Development or Revision Consulting Services
- h. Grant Writing Support
- i. MS4 Permit Support

\*All above Fees and Rates do not include travel expenses and other direct costs. Auto mileage will be billed at the approved IRS rate (currently \$0.565/mile) plus 10%. All other direct billed service (lodging, printing, postage, etc.) will be billed at actual costs plus 10%.