

**CONTRACT AMENDMENT FOR
PROFESSIONAL ENGINEERING SERVICES
FOR THE CITY OF LOS FRESNOS**

STATE OF TEXAS
COUNTY OF HIDALGO

This **CONTRACT** is made and entered into by and between the City of Los Fresnos, a home ruled municipal corporation whose address is 520 Ocean Boulevard, Los Fresnos, Texas 78566-3643 in Cameron County acting thereby and through its Mayor, who is authorized to execute this CONTRACT by the City of Los Fresnos, hereinafter called “City” and the engineering firm of Guzman & Muñoz Engineering and Surveying, Inc. (GMES), whose address is 2020 East Expressway 83, Mercedes, Texas 78570, acting by and through its Principal, José L. Muñoz, P.E., hereinafter called the “Engineer”.

**SECTION ONE
NATURE OF EMPLOYMENT**

The City of Los Fresnos hereby retains and employs Guzman & Muñoz Engineering and Surveying, Inc., to act under the title of Engineer, and to render to the City and its duly elected officers and employees planning, designing, and construction services for projects within the City, to include management and coordination of engineering design efforts for projects as assigned.

The Engineer will be responsible for the preliminary engineering, final design, bidding, construction administration, construction or design/build of individual projects. A list of services, but not limited to, that may be provided by the Engineer are described under **Attachment “B”, Scope of Services**.

The City of Los Fresnos shall issue work under this contract to the Engineer on a **Work Authorization Basis. (Attachment E, Work Authorization Form.)**

**SECTION TWO
ACCEPTANCE OF EMPLOYMENT**

The Engineer hereby accepts the employment and agrees to render to the best of its ability the services described under Attachment “B”, Scope of Services during the continuance of this contract. The Engineer agrees to accept assignments for any services on a Work Authorization Basis, unless otherwise specifically approved by the City during the duration of this contract.

**SECTION THREE
COMPENSATION, TERM**

As compensation for the services established herein to be rendered by the Engineer, the City shall pay the Engineer on the agreed upon lump sum amount per work authorization based on the hourly rate fee schedule found in **Attachment “D”, Hourly Rate Schedule**.

For compensation of other general engineering services not contained herein, typically of short duration and not associated with major studies, facilities design or evaluations for which the Engineer may otherwise be engaged to provide services, the City shall compensate the Engineer at the rates shown on **Attachment “D”, Hourly Rate Schedule**.

The term of this **CONTRACT** begins on **January 1, 2025 thru December 31, 2028**. This Contract may be reviewed and executed annually in accordance with the City Charter and policies with the option to extend for another year.

SECTION FOUR FILES

It is agreed and understood between the City and the Engineer that any and all files created or maintained by the Engineer in connection with services provided pursuant to this contract are the property of the City under instruments of service, however, the Engineer may keep a copy of all documents. Upon termination of this contract, the Engineer shall provide the City all documents in a format acceptable to the City within thirty (30) calendar days. The Engineer may retain copies of all pertinent documents provided to the City.

SECTION FIVE NON-ASSIGNABILITY

This Contract shall be deemed personal to the Engineer and in no event shall this Contract be assigned without the written consent of the City.

SECTION SIX INSURANCE

The Engineer agrees to procure and maintain, at his expense, professional liability insurance in an amount not less than \$1,000,000.00 per claim in the aggregate to protect the City Engineer and its agents from claims that may arise from services rendered under this contract.

SECTION SEVEN DISCRIMINATION PROHIBITED

In performing the services required under this Contract, the Engineer shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age, or physical handicap.

SECTION EIGHT TERMINATION

Either party may terminate this contract upon thirty (30) day's written notice from one party to the other.

This contract is executed on behalf of the City by the presiding officer of its governing body, who is authorized to execute this instrument heretofore by order, heretofore passed and approved and duly recorded in its minutes.

WITNESS the signature of all parties hereto in duplicate originals this the ____ day of _____, 20____.

ENGINEER:

GUZMAN & MUÑOZ
ENGINEERING AND SURVEYING, INC.

CITY:

CITY OF LOS FRESNOS

BY: _____

JOSE L. MUNOZ, P.E., SIT
PRINCIPAL

BY: _____

ALEJANDRO FLORES
MAYOR

ATTEST: _____

Printed Name: _____

Title: _____

ATTEST: _____

Printed Name: _____

Title: _____

ATTACHMENT "A" - Services to be Provided by the Owner
ATTACHMENT "B" - Services to be Provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Hourly Rate Schedule
ATTACHMENT "E" - Work Authorization Form
ATTACHMENT "F" - Certificate of Insurance

ATTACHMENT “A”
SERVICES TO BE PROVIDED BY THE CITY

The City Manager's Office will be responsible for the coordination of the projects with other segments of the City of Los Fresnos, and other City Departments, other entities' projects, and all private utilities. The following provides an outline of the services to be provided by the **CITY** in the development of the “**Project(s)**”.

The **CITY** will provide to the **ENGINEER** the following:

- (1) Authorization to the **ENGINEER** to begin work in accordance with the Main Contract and subsequent Work Authorizations.
- (2) Payment for work performed by the **ENGINEER**, and accepted by the **CITY** in accordance with the Main Contract and subsequent Work Authorizations.
- (3) Assistance to the **ENGINEER**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **ENGINEER** cannot easily obtain for relevant Work Authorizations.
- (4) Provide any available relevant data the **CITY** may have on file concerning the “**Project(s)**”.
- (5) Provide timely reviews and decisions in response to the **ENGINEER’S** request for information and/or required submittals and deliverables for relevant Work Authorizations, in order for the **ENGINEER** to maintain the agreed-upon work schedule prepared in accordance with the relevant Work Authorization.
- (6) Attend and participate in progress meetings as required and as coordinated and conducted by the **ENGINEER**.
- (7) Attend the Preliminary Concept Conference, which is coordinated and conducted by the **ENGINEER**.
- (8) Review and approve the “**Project(s)**” design criteria.
- (9) Review and approve change orders for the “**Project(s)**” as may be required and prepared by the **ENGINEER**.

ATTACHMENT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

The Engineer will provide timely and professional geotechnical investigations, design surveys, construction plans and technical specifications and contract documents, construction staking, and other specific services as discussed below. The Engineer will provide a consistent quality of design services for all of the project's components.

The scope of Engineering Services is expected to include:

- A. Attend preliminary conferences with the City of Los Fresnos, Project Manager and other interested parties regarding the project.
- B. Determine the necessity for acquisition of any additional real property/easements/right-of-way for the project. Prepare property surveys, detailed descriptions of sites, maps, or drawings as required; assist in negotiating for land and easement rights. If required, the Engineer will coordinate with the City of Los Fresnos in determining the location of property needed for the proposed project, determining the availability of title, easements, and rights-of-way needed to implement the project, and preparing a map of entire tract(s) with designation of part to be acquired to the City of Los Fresnos. If required, the Engineer will assist the City to obtain all necessary right-of-way and easements on behalf of the City pursuant to federal requirements acceptable to public funding agencies.
- C. Furnish and submit on behalf of the City the engineering data necessary for applications for routine permits by local, state and federal authorities (as distinguished from detailed applications and supporting documents for government grants-in aid, or for planning advances).
- D. Provide field surveys to collect information required for the design and complete related office computations and drafting.
- E. Perform geotechnical investigations such as auger borings, core borings, soil tests, or other subsurface explorations and laboratory testing and inspecting of samples or materials relevant to design.
- F. Prepare detailed construction plans, specifications and contract documents for the construction authorized by the City.
- G. Prepare estimates for probable construction cost of the authorized construction.
- H. Furnish the City with copies of approved contract documents including notices to bidders and proposal forms.
- I. Assist the City in the advertisement of the project for Bids.
- J. Attend the bid opening and tabulate the bid proposals, analyze the responsiveness of the bidders and make recommendations for awarding contract(s) for construction to the lowest responsive bidder.
- K. Prepare and coordinate approval of formal Contract Documents and coordinate issuance of Notice to Proceed from the TWDB.

ATTACHMENT “B”
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

- L. Provide field surveys and office computations for construction control staking, including the staking of bench marks and horizontal control references for the contractor to stake out work.
- M. Consult and advise with the City and Project Manager during construction; issue all instruction to the contractor requested by the City or Project Manager; and prepare and issue routine change orders with the City and Project Manager's approval. Prepare alternate designs or non-routine contract change orders that are necessary due to no fault of the Engineer and upon approval of the City, Project Manager and TWDB.
- N. Review samples, catalog data, schedules, shop drawings, laboratory, shop and mill tests of materials and equipment and other data which the contractor submits. The Engineer will review and approve, for conformance with the design concept all shop drawings and other submittals as required by the Contract Documents to be furnished by contractors.
- O. Obtain and review monthly and final estimates for payments to contractors, and furnish any recommended payments to contractors or suppliers to the City and the Project Manager; assemble written guarantees which may be required by the Contract Documents.
- P. Attend monthly meetings with City, Project Manager and TWDB during construction.
- Q. Conduct, in the company of the City and Project Manager, a final inspection of the project for compliance with the Contract Documents and submit recommendations concerning the project status of City's final payment to the contractor. Prior to submission of recommendation for final payment on each contract, the Engineer will submit a certificate of substantial completion of work done under that contract to the City, Project Manager, TWDB and others as required.
- R. Revise the Contract Drawings (unless redrawing is required) from as-built drawings submitted by the contractor, to show the work as constructed. The Engineer will provide the City with one set of reproducible records (as-built) drawings and two sets of prints. Such drawings will be based on the resident project inspector's construction data and the construction records provided by the contractor during the construction.
- S. Coordinate approval and issuance of Certificate of Completion from the TWDB.

The City Manager will provide a scope of services for all assignments, which will be issued on a Work Authorization basis. Each Work Authorization will have its own general scope of services and deliverables.

The fee for each Work Authorization will be based on the agreed upon fees for each task in **Attachment “D”**.

ATTACHMENT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Special Considerations:

Assignments may or will require the use of funds from the TWDB or other Federal Agencies and may or will require the implementation of the Disadvantage Business Enterprise program requirements.

A. Any loan award is contingent upon release of funds from the Texas Water Development Board (TWDB)

B. This contract is subject to the Environmental Protection Agency's (EPA) "fair share policy", which includes EPA-approved "fair share goals" for Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) firms in the Construction, Supplies, Equipment, and Services procurement categories.

EPA's policy requires that applicants and prime contractors make a good faith effort to award fair share of contracts, subcontracts, and procurements to Minority Business Enterprise and Women-Owned Business Enterprise firms. Although EPA's policy does not mandate that the fair share goals be achieved, it does require applicants and prime contractors to demonstrate use of the six affirmative steps. The current fair share goals for the State of Texas are as follows:

CATEGORY	MBE	WBE
CONSTRUCTION	12.94%	8.72%
SUPPLIES	9.68%	9.34%
EQUIPMENT	7.12%	5.39%
SERVICES	10.84%	5.72%

Documentation of applicable efforts will be required.

**ATTACHMENT “C”
WORK SCHEDULE**

A Work Schedule will be established for each Work Authorization using the format outlined below:

Work Authorization No. 8

Name of Project: TWDB Project #73687

Duration of Project: 27 Months

The following page is the Schedule and tasks for this project.

ATTACHMENT "D"

CITY OF LOS FRESNOS TWDB CWSRF #73687

Basic Engineering Fees

Construction Engineering	\$ 50,000.00
Update Approved 2018 Construction	\$ 30,000.00
Subtotal Basic Engineering Fees	\$ 80,000.00

Special Services

Application	\$ 10,000.00
Environmental	\$ 10,000.00
Surveying	\$ 20,000.00
Inspection	\$ 90,000.00
Project Management (by engineer)	\$ 95,491.00
Subtotal Special Services	\$ 225,491.00

TOTAL FEES	\$ 305,491.00
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ATTACHMENT “E”
WORK AUTHORIZATION FORM

CITY OF LOS FRESNOS
PROFESSIONAL SERVICES CONTRACT

WORK AUTHORIZATION NO. 8

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of the Professional Services Contract made by and between the **City of Los Fresnos** (hereinafter called “**City**” and **Guzman & Munoz Engineering and Surveying, Inc.** of Mercedes, Texas (hereinafter called “**GMES**”).

PART 1. SCOPE OF WORK

The purpose of this Work Authorization No. 8 is for **GMES** to provide the final Plans and Specifications for the Texas Water Development Board TWDB Project #73687 CWSRF Project into a bid package that is within the funding requested by the City for construction. This will require the deletion of some sections of the original scope of work designed by GMES and approved by TWDB 2018 for the proposed **Project**.

The scope of services to be provided by **GMES** is identified in **ATTACHMENT “B” – Scope of Services to be provided by the GMES** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is \$305,491.00. This amount is based upon the costs outlined in the **Estimated Fee Proposal** attached hereto as **ATTACHMENT “D”**.

PART 3. PAYMENT

Compensation and payment to **GMES** for the services established under this Work Authorization shall be made in accordance with **Item No. 5 of the Professional Services Agreement** and **ATTACHMENT “D” of this Work Authorization**.

PART 4. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto and terminate upon completion of project or as agreed by both parties hereto. Period of Service is outlined in ATTACHMENT “C”, Work Schedule.

PART 5. RESPONSIBILITIES AND OBLIGATIONS

This Work Authorization does not waive the parties’ responsibilities and obligations provided under the main **Professional Services Agreement**.

PART 6. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by the **CLIENT** as to the content and detail of this work authorization is granted by execution under Part 7 of this Work Authorization.

ATTACHMENT "E"
WORK AUTHORIZATION FORM

CITY OF LOS FRESNOS
PROFESSIONAL SERVICES CONTRACT

WORK AUTHORIZATION NO. 8

PART 7. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by the **CLIENT** as indicated below and effective as of _____ day of _____, 20____.

ATTEST:

CITY OF LOS FRESNOS

By: _____

By: _____
Alejandro Flores, Mayor

ATTEST:

**GUZMAN AND MUÑOZ ENGINEERING
AND SURVEYING, INC.**

By: _____

By: _____
José L. Muñoz, P.E., S.I.T., President

List of Attachments:

Attachment A – Services to be provided by the City

Attachment B – Services to be provided by GMES

Attachment C – Work Schedule

Attachment D – Estimated Fee Proposal