

**CITY OF CORPUS CHRISTI
CONTRACT FOR PROFESSIONAL SERVICES**

The City of Corpus Christi, a Texas home rule municipal corporation, P.O. Box 9277, Corpus Christi, Nueces County, Texas 78469-9277 (City) acting through its duly authorized City Manager or Designee (Executive Director of Public Works) and **Coym, Rehmert & Gutierrez Engineering, L.P.**, a Texas corporation, 5656 South Staples Street, Suite 230, Corpus Christi, Nueces County, Texas, 78411, (**Architect/Engineer – A/E**), hereby agree as follows:

1. SCOPE OF PROJECT

McBride Lift Station and Force Main Improvements (Project No. E14054) – This contract provides for specific engineering services for the construction of a new McBride lift station, force main boring and route under IH-37, and demolition of existing lift station.

2. SCOPE OF SERVICES

The A/E hereby agrees, at its own expense, to perform design services necessary to review and prepare plans, specifications, and bid and contract documents. In addition, A/E will provide monthly status updates (project progress or delays, gantt charts presented with monthly invoices) and provide contract administration services, as described in **Exhibit “A” and “A-1”** to complete the Project. Work will not begin on Additional Services until requested by the A/E (provide breakdown of costs, schedules), **and** written authorization is provided by the Executive Director of Public Works.

A/E services will be "Services for Construction Projects"- (Basic Services for Construction Projects") which are shown and are in accordance with "Professional Engineering Services- A Guide to the Selection and Negotiation Process, 1993" a joint publication of the Consulting Engineer's Council of Texas and Texas Society of Professional Engineers. For purposes of this contract, certain services listed in this publication as Additional Services will be considered as Basic Services.

3. ORDER OF SERVICES

The A/E agrees to begin work on those authorized Basic Services for this contract upon receipt of the Notice to Proceed from the Executive Director of Public Works. Work will not begin on any phase or any Additional Services until requested in writing by the A/E and written authorization is provided by the Executive Director of Public Works. The anticipated schedule of the preliminary phase, design phase, bid phase, and construction phase is shown on **Exhibit “A”**. This schedule is not to be inclusive of all additional time that may be required for review by the City staff and may be amended by or with the concurrence of the Executive Director of Public Works.

The Executive Director of Public Works may direct the A/E to undertake additional services or tasks provided that no increase in fee is required. Services or tasks requiring an

increase of fee will be mutually agreed and evidenced in writing as an amendment to this contract. A/E shall notify the City of Corpus Christi within three (3) days of notice if tasks requested requires an additional fee.

4. INDEMNITY AND INSURANCE

A/E agrees to the mandatory contract indemnification and insurance requirements as set forth in **Exhibit "B"**.

5. FEE

The City will pay the A/E a fee, as described in **Exhibit "A"**, for providing services authorized, a total fee not to exceed **\$391,870.00, (Three Hundred Ninety-One Thousand Eight Hundred Seventy Dollars and Zero Cents)**. Monthly invoices will be submitted in accordance with **Exhibit "C"**.

6. TERMINATION OF CONTRACT

The City may, at any time, with or without cause, terminate this contract upon seven days written notice to the A/E at the address of record. In this event, the A/E will be compensated for its services on all stages authorized based upon A/E and City's estimate of the proportion of the total services actually completed at the time of termination.

7. LOCAL PARTICIPATION

The City Council's stated policy is that City expenditures on contracts for professional services be of maximum benefit to the local economy. The A/E agrees that at least 75% of the work described herein will be performed by a labor force residing within the Corpus Christi Metropolitan Statistical Area (MSA). Additionally, no more than 25% of the work described herein will be performed by a labor force residing outside the Corpus Christi Metropolitan Statistical Area (MSA.)

8. ASSIGNABILITY

The A/E will not assign, transfer or delegate any of its obligations or duties in this contract to any other person without the prior written consent of the City, except for routine duties delegated to personnel of the A/E staff. If the A/E is a partnership, then in the event of the termination of the partnership, this contract will inure to the individual benefit of such partner or partners as the City may designate. No part of the A/E fee may be assigned in advance of receipt by the A/E without written consent of the City.

The City will not pay the fees of expert or technical assistance and consultants unless such employment, including the rate of compensation, has been approved in writing by the City.

9. OWNERSHIP OF DOCUMENTS

All documents including contract documents (plans and specifications), record drawings, contractor's field data, and submittal data will be the sole property of the City, may not be used again by the A/E without the express written consent of the Executive Director of Public Works. However, the A/E may use standard details that are not specific to this project. The City agrees that any modification of the plans will be evidenced on the plans, and be signed and sealed by a professional engineer prior to re-use of modified plans.

10. DISCLOSURE OF INTEREST

A/E further agrees, in compliance with City of Corpus Christi Ordinance No. 17112, to complete, as part of this contract, the *Disclosure of Interests* form.

CITY OF CORPUS CHRISTI

COYM, REHMET & GUTIERREZ ENGINEERING, L.P.

J.H. Edmonds, P.E. Date
Director, Engineering Services

J. Don Rehmet 9/30/15

J. Don Rehmet, P.E., R.P.L.S. Date
Principal
5656 S. Staples, Suite 230
Corpus Christi, TX 78411
(361) 991-8550 Office
(361) 993-7589 Fax

RECOMMENDED

Operating Department Date

APPROVED AS TO LEGAL FORM

Assistant City Attorney Date
for City Attorney

APPROVED

Office of Management Date
and Budget

ATTEST

Rebecca Huerta, City Secretary

Project No: E14054
Accounting Unit: 4252-065
Account: 550950
Activity: E14054014252EXP
Account Category: 50950
Fund Name: Wastewater 2013 RVBD

Coym, Rehmet & Gutierrez Engineering, L.P.

ENGINEERS • PLANNERS • SURVEYORS

TBPE Firm Reg. No. F-388

TBPLS Firm Reg. No. 10104001

5656 S. STAPLES, SUITE 230
CORPUS CHRISTI, TX 78411
361-661-6650 FAX:361-693-7569

1220 N. TEXAS BLVD., SUITE 4
ALICE, TX 78332
361-664-6821 FAX:361-664-0569

October 12, 2015

Mr. Jeff Edmonds, P.E.
Director of Capital Programs
City of Corpus Christi
P.O. Box 9277
Corpus Christi, Texas 78469-9277

Via Email

**RE: Proposed Scope & Fees For Engineering Services
McBride Lift Station & Force Main Project
City of Corpus Christi Project No. E14054
CRG Project No. 20908c**

Dear Mr. Edmonds,

This correspondence outlines our Proposed Scope of Work and Fees for performing engineering services related to the McBride Lift Station and Force Main Project. The total fees for Basic and Additional Services as described below are \$391,870.00. A summary of major tasks associated with these fees along with a detailed manhour/fee analysis are attached to this letter as **Exhibit A** and **Exhibit B**, respectively. Additionally, a table of fees and a proposed schedule are located at the end of this letter. CRG proposes to perform the following services:

PRELIMINARY PHASE:

1. Review Design Memorandum by Dennis Seeman, P.E. (circa 2004) of Arcadis G&M, Inc. for the McBride Lift Station and Force Main. The report has been furnished by the City.
2. Review as-built plans for McBride Lift Station Force Main Replacement by Arcadis G&M, Inc. The as-builts have been furnished by the City.
3. Review pertinent Maximo Asset Management records applicable to the McBride Lift Station and Force Main. Records to be furnished by the City.
4. Meet with Bob Carle, Wastewater Department Lift Stations Superintendent, regarding operations of the McBride Lift Station and existing force main.
5. Review other existing record drawings and other pertinent data as may be available and which may affect the design of the lift station, incoming gravity sewers and force mains.
6. Perform preliminary topographic and boundary survey work to ascertain limits and features of the existing lift station site and the surrounding tracts of land. Location of existing gravity sewers and force mains will be ascertained by above-ground observations and as-built drawings.
7. Review the McBride Lift Station Expansion Survey provided by the City's Land Acquisition Survey Department.
8. Review City Maintenance records regarding the condition of the McBride Lift Station and Force Main.

9. Review existing Geotechnical Report by Rock Engineering and Testing Laboratory dated June 26, 2009. Determine if existing soil sampling performed in this report is adequate or if additional sampling is required.
10. Perform calculations of lift stations sizing utilizing peak flow projections as reviewed and approved by Engineering Department and Wastewater Department staff, and prepare preliminary layouts to ascertain dimensions of the new facility. Perform hydraulic model calculations for performance of the McBride Lift Station under near-term and future conditions using Bentley SewerGems modeling software.
11. Meet with Engineering Department and Wastewater Department staff to review proposed layouts and select final lift station and force main layout.
12. Meet with area TxDOT officials and engineers to discuss requirements and permitting for force main boring installation under IH-37 TxDOT R.O.W. (See Additional Services Item 5 "TxDOT Utility Installation Review (UIR) and Permitting").
13. Meet with owner of existing gas line present within site boundaries to discuss construction activities adjacent to gas line. Owner currently identified as Southcross Energy.
14. Prepare a Design Memorandum for the improvements to include a new lift station, gravity sewer routes if applicable, force main boring and route under IH-37 and demolition of existing Lift Station. Utilize the City's "Pictometry" system as required for exhibits in the memorandum. The lift station will generally have, but not be limited to, the following features:
 - Electrical and controls housed in a prefabricated, climate controlled, walk-in Motor Control Center (MCC)
 - Lift Station Odor Control System
 - 8-ft. Decorative Security Fence (solid or chain link)
 - Homeland Security Gate and Access System
 - Standby Generator
 - SCADA Facilities
 - Landscaping and Irrigation
 - Reinforced Concrete Wet Well
 - Submersible Pumps
 - Above Ground Piping and Valving
 - Demolition of Existing Old McBride Lift Station
15. Prepare a preliminary opinion of probable cost for the project.
16. Prepare and submit one electronic file in PDF format and one hard copy of the Design Memorandum addressing items 1-15 above to the City for review. Upon review by the City, address any concerns and resubmit final version of memorandum. Obtain approval to proceed with Design Phase.

City Staff will provide one set only of the following during the Preliminary Phase (as applicable):

- a. Record drawings, record information of existing facilities and utilities (as available from City Engineering files).
- b. A copy of pertinent existing studies and plans (as available from City Engineering files).
- c. Maximo Asset Management records pertinent to the McBride Lift Station.
- d. Run-time and flow meter records for the existing McBride Lift Station.
- e. Pertinent operational records regarding the McBride Lift Station.

DESIGN PHASE:

18. Prepare Contract Documents and Specifications to include the following Divisions, Parts and Subsequent Sections:

- Division 00: Procurement and Contracting Requirements
- Division 01: General Requirements
- Part S: Standard Specifications
- Part T: Technical Specifications

19. Provide Quality Assurance/Quality Control (QA/QC) for pre-final review and prepare submittal for the City's Review depicting final complete development of the construction drawings and specifications.

20. Address comments received from the City for the pre-final submittal.

21. Provide Quality Assurance/Quality Control (QA/QC) for final review and submit one (1) hard copy and one (1) electronic copy of the final contract drawings and specifications to the City for bidding process.

22. Update the Opinion of Probable Cost.

BID PHASE ALLOWANCE:

23. Participate in the pre-bid conference and provide a recommended agenda for critical construction activities and elements impacted by the project.

24. Review all pre-bid questions and submissions concerning the bid documents and prepare, in the City's format, for the Engineering Services' approval, any addenda or other revisions necessary to inform contractors of approved changes prior to bidding.

25. Attend bid opening, analyze bids, evaluate, prepare bid tabulation, and make recommendation concerning award of the contract.

26. In the event the lowest responsible bidder's bid exceeds the project budget as revised by the Engineering Services in accordance with the A/E's design phase estimate required above, the Engineer will, at its expense, confer with City staff and make such revisions to the bid documents as the City staff deems necessary to re-advertise that particular portion of the Project for bids.

The City staff will perform the following tasks during Bidding Phase (as applicable):

- a. Arrange and pay for printing of all documents and addenda to be distributed to prospective bidders.
- b. Advertise the Project for bidding, maintain the list of prospective bidders, receive and process deposits for all bid documents, issue (with the assistance of the A/E) any addenda, prepare and supply bid tabulation forms, and conduct bid opening.
- c. Receive the Engineer's recommendation concerning bid evaluation and recommendation and prepare agenda materials for the City Council concerning bid awards.
- d. Prepare, review and provide copies of the contract for execution between the City and the contractor.

CONSTRUCTION PHASE ALLOWANCE:

27. Participate in pre-construction meeting conference and provide a recommended agenda for critical construction activities and elements impacted by the project.

28. Review for conformance to contract documents, shop and working drawings, materials and other submittals.

29. Review field and laboratory tests.
30. Provide interpretations and clarifications of the contract documents for the contractor and authorize required changes, which do not affect the contractor's price and are not contrary to the general interest of the City under the contract.
31. Make regular visits to the site of the Project to confer with the City project inspector and contractor to observe the general progress and quality of work, and to determine, in general, if the work is being done in accordance with the contract documents. This will not be confused with the project representative observation or continuous monitoring of the progress of construction.
32. Prepare change orders as authorized by the City (coordinate with the City's construction division); provide interpretations and clarifications of the plans and specifications for the contractor and authorize minor changes which do not affect the contractor's price and are not contrary to the general interest of the City under the contract.
33. Make pre-final and final inspections with City staff and provide the City with a Certificate of Completion for the project.
34. Review construction "red-line" drawings, prepare record drawings of the Project as constructed (from the "red-line" drawings, inspection, and the contractor provided plans) and deliver to the Engineering Services a reproducible set and electronic file (AutoCAD r.14 or later) of the record drawings. All drawings will be CADD drawn using dwg format in AutoCAD, and graphics data will be in dxf format with each layer being provided in a separate file. Attribute data will be provided in ASCII format in tabular form. All electronic data will be compatible with the City GIS system.

The City staff will perform the following tasks during the Construction Phase:

- a. Designate an individual to have responsibility, authority, and control for coordinating activities for the construction phase.
- b. Prepare applications/estimates for payments to contractor.
- c. Conduct the final acceptance inspection with the Engineer.

ADDITIONAL SERVICES ALLOWANCES:

1. **Boundary Survey.** The A/E will review existing ROW and City tract boundaries deeds to ascertain any conflicts and provide field surveys to exactly ascertain the City Property Boundaries in the proximity of the proposed project. All work must comply with Category 1-A, Condition I specifications of the Texas Society of Professional Surveyors' Manual of Practice for Land Surveying in the State of Texas, Ninth Edition. All work must be tied to and conform with the City's Global Positioning System (GPS) control network and comply with all TxDOT requirements as applicable. A/E Consultant will be required to perform all necessary deed research.
2. **Topographic Survey.** Provide field surveys, as required for design including the necessary control points, coordinates and elevations of points. Establish base survey controls for line and elevation staking (not detailed setting of lines and grades for specific structures and facilities). All work must be tied to and conform with the City's Global Positioning System (GPS) control network and comply with Category 6, Condition I specifications of the Texas Society of Professional Surveyors' Manual of Practice for Land Surveying In the State of Texas, Ninth Edition. Include reference to a minimum of two (2) found boundary monuments from the project area.
3. **Environmental Issues.** (To be determined)

4. **TxDOT Utility Installation Review (UIR) and Permitting.** Prepare all engineering data and documentation necessary to submit a UIR on the City's behalf for the installation of the proposed force main in TxDOT R.O.W. Meet with TxDOT Engineering Staff as necessary to devise a final design acceptable to that Department. Coordinate with TxDOT as required to obtain approved permit.
5. **Construction Observation Services.** (To be determined) Provide a project representative (PR) to provide construction inspection.
6. **Start-up Services.** Provide on-site services and verification for all start-up procedures during actual start-up of major project components, systems, and related appurtenances if needed and required.
7. **Warranty Phase.** Provide a maintenance guaranty inspection toward the end of the one-year period after acceptance of the Project. Note defects requiring contractor action to maintain, repair, fix, restore, patch, or replace improvement under the maintenance guaranty terms of the contract. Document the condition and prepare a report for the City staff of the locations and conditions requiring action, with its recommendation for the method or action to best correct defective conditions and submit to City Staff. Complete the inspection and prepare the report no later than sixty (60) days prior to the end of the maintenance guaranty period.
8. **Provide SCADA Documentation.** Provide standardized SCADA documentation, which will include PFDs, P&IDs' loop sheets, logics, SCADA architecture, DCS I/O lists, instrument lists, tie-in lists, piping lists, equipment lists, and instrumentation specification sheets.

HYDRO-EXCAVATION (SUE) SUBCONSULTANT:

1. **Hydro-Excavation.** Upon receiving authorization from the City to proceed, conduct hydro-excavation to identify underground utilities. The hydro-excavation process will conform to subsurface utility engineering in accordance with ASCE Standard C-1, 38-02, and shall be in accordance with Section I. Basic Services.

FEES

Basic Services Fees	
1. Preliminary Phase	\$69,660.00
2. Design Phase	\$206,685.00
Subtotal Basic Services	\$276,345.00
3. Bid Phase Allowance	\$6,995.00
4. Construction Phase Allowance	\$42,730.00
5. Additional Services Allowance	\$21,365.00
Subtotal Allowances	\$71,090.00
6. Hydro-Excavation (SUE) Sub-Consultant	\$44,435.00
Subtotal (SUE)	\$44,435.00
Total Authorized Fees	\$391,870.00

SCHEDULE

DATE	ACTIVITY
To Be Determined	NTP
2 Months After NTP	Draft ELR Submittal
3 Months After NTP	City Review
4 Months After NTP	Final ELR Submittal
6 Months After NTP	60% Design Submittal
7 Months After NTP	City Review
9 Months After NTP	100% Design Submittal
10 Months After NTP	City Review
TBD	Pre-Bid Conference
TBD	Receive Bids
TBD	Contract Award
TBD	Begin Construction
TBD	Complete Construction

Upon review and approval of the before mentioned fees, we will proceed with submittal of a formal contract.

We appreciate the opportunity to submit this scope of work and look forward to working with you on this important project.

If you have any questions, please call me at (361) 991-8550 or email me at jcoym@crgei.com.

Very truly yours,
Coym, Rehmet & Gutierrez Engineering, L.P.



Jeff Coym, P.E.
Principal

EXHIBIT A-1

MCBRIDE LIFT STATION & FORCE MAIN PROJECT MAJOR TASK SUMMARY (PROJECT NO. E14054)

PRELIMINARY PHASE MAJOR TASKS:

1. Perform Calculations for Peak Flow Sizing of Lift Station.
2. Prepare Preliminary Opinion of Probable Construction Costs.
3. Check capacities using hydraulic modeling.
4. Prepare a Design Memorandum with recommended improvements.

DESIGN PHASE MAJOR TASKS:

1. Coordinate with various local entities to ensure continuity of the project.
2. Implement approved Design Memorandum recommendations from Preliminary Phase.
3. Prepare Final Opinion of Probable Construction Costs.
4. Prepare Construction Plans for the proposed improvements.
5. Prepare Contract Documents and Specifications for the proposed improvements.

BID PHASE ALLOWANCE MAJOR TASKS:

1. Participate in Pre-Bid Conference.
2. Participate in Bid Opening, evaluate bids and prepare bid tabulation.
3. Provide recommendation of bid award.

CONSTRUCTION PHASE ALLOWANCE MAJOR TASKS:

1. Participate in Pre-Construction meeting.
2. Review contractor's submittals for conformance to working drawings and contract documents.
3. Review geotechnical field and laboratory construction tests.
4. Provide interpretations and clarifications of contract documents and construction plans.
5. Perform periodic site visits to observe construction progress.
6. Prepare change orders as authorized by the City (if required).
7. Conduct pre-final and final inspections with City staff and provide Certificate of Completion as required.
8. Prepare "as-built" record drawings with redlines provided by the contractor.

ADDITIONAL SERVICES ALLOWANCES MAJOR TASKS:

1. Prepare Boundary Survey.
2. Prepare Topographic Survey.
3. Investigate and address Environmental Issues (To be determined).
4. Perform TxDOT Utility Installation Review (UIR) and acquire permit required for Bored and Cased Force Main construction under IH-37.
5. Provide Construction Observation Service (To be determined).
6. Provide Start-Up Services.
7. Conduct Warranty Inspection and provide City Staff with observations and recommendations.
8. Provide SCADA Documentation.

HYDRO-EXCAVATION (SUE) SUBCONSULTANT:

1. Provide Hydro-Excavation services necessary to determine location of underground utilities.

EXHIBIT B

INSURANCE REQUIREMENTS & INDEMNIFICATION

I. CONSULTANT'S LIABILITY INSURANCE

- A. Consultant must not commence work under this contract until all insurance required has been obtained and such insurance has been approved by the City. Consultant must not allow any subcontractor to commence work until all similar insurance required of any subcontractor has been obtained.
- B. Consultant must furnish to the Director of Capital Programs with the signed agreement two (2) copies of Certificates of Insurance with applicable policy endorsements showing the following minimum coverage by an insurance company(s) acceptable to the City's Risk Manager. The City must be listed as an additional insured on the General liability and Auto Liability policies, and a waiver of subrogation is required on all applicable policies. Endorsements must be provided with Certificate of Insurance. Project name and/or number must be listed in Description Box of Certificate of Insurance.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
30-day advance written notice of cancellation, non-renewal, material change or termination required on all certificates and policies.	Bodily Injury and Property Damage Per occurrence - aggregate
Commercial General Liability including: 1. Commercial Broad Form 2. Premises – Operations 3. Products/ Completed Operations 4. Contractual Liability 5. Independent Contractors 6. Personal Injury- Advertising Injury	\$1,000,000 Per Occurrence \$2,000,000 Aggregate
AUTO LIABILITY (including) 1. Owned 2. Hired and Non-Owned 3. Rented/Leased	\$1,000,000 Combined Single Limit
PROFESSIONAL LIABILITY (Errors and Omissions)	\$1,000,000 Per Claim \$2,000,000 Aggregate (Defense costs not included in face value of the policy) If claims made policy, retro date must be prior to inception of agreement, have extended reporting period provisions and identify any limitations regarding who is insured.
WORKERS'S COMPENSATION (All States Endorsement if Company is not domiciled in Texas) Employer's Liability	Statutory \$500,000/\$500,000/\$500,000

- C. In the event of accidents of any kind related to this contract, Consultant must furnish the City with copies of all reports of any accidents within 10 days of the accident.

II. ADDITIONAL REQUIREMENTS

- A. Applicable for paid employees, Consultant must obtain workers' compensation coverage through a licensed insurance company. The coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The workers' compensation coverage provided must be in an amount sufficient to assure that all workers' compensation obligations incurred by the Consultant will be promptly met. An All States Endorsement shall be required if Consultant is not domiciled in the State of Texas.
- B. Consultant shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Consultant's sole expense, insurance coverage written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- VII.
- C. Consultant shall be required to submit a copy of the replacement Certificate of Insurance to City at the address provided below within 10 days of any change made by the Consultant or as requested by the City. Consultant shall pay any costs incurred resulting from said changes. All notices under this Exhibit shall be given to City at the following address:

City of Corpus Christi
Attn: Director of Capital Programs
P.O. Box 9277
Corpus Christi, TX 78469-9277

- D. **Consultant agrees that, with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:**
- List the City and its officers, officials, employees, and volunteers, as additional insureds by endorsement with regard to operations, completed operations, and activities of or on behalf of the named insured performed under contract with the City, with the exception of the workers' compensation policy;
 - Provide for an endorsement that the "other insurance" clause shall not apply to the City of Corpus Christi where the City is an additional insured shown on the policy;
 - Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and
 - Provide thirty (30) calendar days advance written notice directly to City of any, cancellation, non-renewal, material change or termination in coverage and not less than ten (10) calendar days advance written notice for nonpayment of premium.
- E. Within five (5) calendar days of a cancellation, non-renewal, material change or termination of coverage, Consultant shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Consultant's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.

- F. In addition to any other remedies the City may have upon Consultant's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Consultant to stop work hereunder, and/or withhold any payment(s) which become due to Consultant hereunder until Consultant demonstrates compliance with the requirements hereof.
- G. Nothing herein contained shall be construed as limiting in any way the extent to which Consultant may be held responsible for payments of damages to persons or property resulting from Consultant's or its subcontractor's performance of the work covered under this contract.
- H. It is agreed that Consultant's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of Corpus Christi for liability arising out of operations under this contract.
- I. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this contract.

INDEMNIFICATION

Consultant shall fully indemnify, hold harmless, and defend the City of Corpus Christi and its officials, officers, agents, employees, volunteers, directors and representatives ("Indemnitee") from and against any and all claims, damages, liabilities or costs, including reasonable attorney fees and defense costs, caused by or resulting from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by Consultant or its agent, consultant under contract or another entity over which Consultant exercises control while in the exercise of rights or performance of the duties under this agreement. This Indemnification does not apply to any liability resulting from the negligent acts or omissions of the City of Corpus Christi or its employees, to the extent of such negligence.

Consultant must, at City's option, defend Indemnitee and with counsel satisfactory to the City Attorney.

Consultant must advise City in writing within 24 hours of any claim or demand against City or Consultant known to Consultant related to or arising out of Consultant's activities under this Agreement.

COMPLETE PROJECT NAME

Project No. XXXX
 Invoice No. 12345
 Invoice Date:

	Contract	Amd No. 1	Amd No. 2	Contract	Amount Invoiced	Previous Invoice	Total Invoice	Percent Complete
Basic Services:								
Preliminary Phase	\$1,000	\$0	\$0	\$1,000	\$0	\$1,000	\$1,000	100%
Design Phase	2,000	1,000	0	3,000	1,000	500	1,500	50%
Bid Phase	500	0	250	750	0	0	0	0%
Construction Phase	2,500	0	1,000	3,500	0	0	0	0%
Subtotal Basic Services	\$6,000	\$1,000	\$1,250	\$8,250	\$750	\$1,500	\$2,500	30%
Additional Services:								
Permitting	\$2,000	\$0	\$0	\$2,000	\$500	\$0	\$500	25%
Warranty Phase	0	1,120	0	1,120	0	0	0	0%
Inspection	0	0	1,627	1,627	0	0	0	0%
Platting Survey	TBD	TBD	TBD	TBD	TBD	TBD	TBD	0%
O & M Manuals	TBD	TBD	TBD	TBD	TBD	TBD	TBD	0%
SCADA	TBD	TBD	TBD	TBD	TBD	TBD	TBD	0%
Subtotal Additional Services	\$2,000	\$1,120	\$1,627	\$4,747	\$500	\$0	\$500	11%
Summary of Fees								
Basic Services Fees	\$6,000	\$1,000	\$1,250	\$8,250	\$750	\$1,500	\$2,500	30%
Additional Services Fees	2,000	1,120	1,627	4,747	500	0	500	11%
Total of Fees	\$8,000	\$2,120	\$2,877	\$12,997	\$1,250	\$1,500	\$3,000	23%

Basic Services:
 Preliminary Phase
 Design Phase
 Bid Phase
 Construction Phase
 Subtotal Basic Services

Additional Services:
 Permitting
 Warranty Phase
 Inspection
 Platting Survey
 O & M Manuals
 SCADA
 Subtotal Additional Services

Summary of Fees
 Basic Services Fees
 Additional Services Fees
 Total of Fees



City of
Corpus
Christi

SUPPLIER NUMBER _____
TO BE ASSIGNED BY CITY
PURCHASING DIVISION

CITY OF CORPUS CHRISTI DISCLOSURE OF INTEREST

City of Corpus Christi Ordinance 17112, as amended, requires all persons or firms seeking to do business with the City to provide the following information. Every question must be answered. If the question is not applicable, answer with "NA". See reverse side for Filing Requirements, Certifications and definitions.

COMPANY NAME: Coym, Rehmet & Gutierrez Engineering, L.P.

P. O. BOX: _____

STREET ADDRESS: 5656 S. Staples, Suite 230 CITY: Corpus Christi ZIP: 78411

FIRM IS: 1. Corporation 2. Partnership 3. Sole Owner
4. Association 5. Other

DISCLOSURE QUESTIONS

If additional space is necessary, please use the reverse side of this page or attach separate sheet.

1. State the names of each "employee" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

Name	Job Title and City Department (if known)
<u>N/A</u>	_____
_____	_____
_____	_____

2. State the names of each "official" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

Name	Title
<u>N/A</u>	_____
_____	_____
_____	_____

3. State the names of each "board member" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

Name	Board, Commission or Committee
<u>N/A</u>	_____
_____	_____
_____	_____

4. State the names of each employee or officer of a "consultant" for the City of Corpus Christi who worked on any matter related to the subject of this contract and has an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

Name	Consultant
<u>N/A</u>	_____
_____	_____
_____	_____

FILING REQUIREMENTS

If a person who requests official action on a matter knows that the requested action will confer an economic benefit on any City official or employee that is distinguishable from the effect that the action will have on members of the public in general or a substantial segment thereof, you shall disclose that fact in a signed writing to the City official, employee or body that has been requested to act in the matter, unless the interest of the City official or employee in the matter is apparent. The disclosure shall also be made in a signed writing filed with the City Secretary. [Ethics Ordinance Section 2-349 (d)]

CERTIFICATION

I certify that all information provided is true and correct as of the date of this statement, that I have not knowingly withheld disclosure of any information requested; and that supplemental statements will be promptly submitted to the City of Corpus Christi, Texas as changes occur.

Certifying Person: Victor M. Gutierrez Jr., P.E. Title: Principal
(Type or Print)

Signature of Certifying Person:  Date: 9.9.2015

DEFINITIONS

- a. "Board member." A member of any board, commission, or committee appointed by the City Council of the City of Corpus Christi, Texas.
- b. "Economic benefit". An action that is likely to affect an economic interest if it is likely to have an effect on that interest that is distinguishable from its effect on members of the public in general or a substantial segment thereof.
- c. "Employee." Any person employed by the City of Corpus Christi, Texas either on a full or part-time basis, but not as an independent contractor.
- d. "Firm." Any entity operated for economic gain, whether professional, industrial or commercial, and whether established to produce or deal with a product or service, including but not limited to, entities operated in the form of sole proprietorship, as self-employed person, partnership, corporation, joint stock company, joint venture, receivership or trust, and entities which for purposes of taxation are treated as non-profit organizations.
- e. "Official." The Mayor, members of the City Council, City Manager, Deputy City Manager, Assistant City Managers, Department and Division Heads, and Municipal Court Judges of the City of Corpus Christi, Texas.
- f. "Ownership Interest." Legal or equitable interest, whether actually or constructively held, in a firm, including when such interest is held through an agent, trust, estate, or holding entity. "Constructively held" refers to holdings or control established through voting trusts, proxies, or special terms of venture or partnership agreements."
- g. "Consultant." Any person or firm, such as engineers and architects, hired by the City of Corpus Christi for the purpose of professional consultation and recommendation.