

**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 **AGCM, Inc.**, a Texas corporation, 1101 Ocean Drive, Corpus Christi, Nueces County, Texas 78404, (Architect/Engineer – A/E), hereby agree as follows:

1. SCOPE OF PROJECT

**Mary Rhodes Pipeline Phase 2 (E10008)** - This contract provides pre-construction and construction observation services. AGCM, Inc. will perform construction observation services for Pipeline Sections A and B for 16 months. Pipeline Section A will include construction of approximately 73,000 linear feet of 54" pipeline and approximately 1,900 linear feet of horizontal directionally drilled 48" pipeline. Pipeline Section B will include approximately 75,000 feet of 54" pipeline.

2. SCOPE OF SERVICES

The A/E hereby agrees, at its own expense, to perform professional 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"**, 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 Director of Engineering Services.

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 Director of Engineering Services. 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 Director of Engineering Services. 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 Director of Engineering Services.



The Director of Engineering Services 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 revised fee not to exceed **\$1,679,942.00 (One Million Six Hundred Seventy-Nine Thousand Nine Hundred Forty-Two Dollars and Zero Cents)**. Monthly invoices shall 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 70% 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 30% 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 Director of Engineering Services. 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.

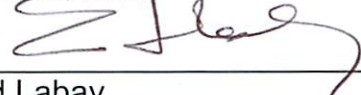
10. DISCLOSURE OF INTEREST

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

\_\_\_\_\_  
Mark Van Vleck, P.E., Date  
Interim Assistant City Manager  
for Public Works and Utilities

AGCM, INC.

  
\_\_\_\_\_  
Ed Labay Date  
Vice President  
1101 Ocean Drive  
Corpus Christi, Texas 78404  
(361) 882-0469 Office  
(361) 882-0858 Fax

RECOMMENDED

 *Fwy* *2.10.14*  
\_\_\_\_\_  
Daniel Biles, P.E., Date  
Executive Director of Public Works

 *2.10.14*  
\_\_\_\_\_  
Operating Department Date

APPROVED

\_\_\_\_\_  
Office of Management Date  
and Budget

ENTERED

FEB 07 2014 

CONTRACT MANAGER

ATTEST

\_\_\_\_\_  
City Secretary

Project No: E10008  
Fund Source No: 550950-4095-00000-E10008  
Fund Name: Water 2014 CIP  
Encumbrance No: \_\_\_\_\_





**CORPUS CHRISTI**  
1101 Ocean Drive (78404)  
P.O. Box 2682  
Corpus Christi TX 78403  
Ofc 361/882-0469  
Fax 361/882-0858  
[www.agcm.cc](http://www.agcm.cc)

February 5, 2014

Mr. Daniel Biles  
Executive Director of Public Works  
City of Corpus Christi  
1201 Leopard St.  
Corpus Christi, TX 78401

Re: Corpus Christi Pre-Construction & Construction Services for Mary Rhodes Pipeline Phase 2

Dear Mr. Biles,

AG|CM, Inc. is pleased to have the opportunity to propose Pre-Construction and Construction Support Services for the City of Corpus Christi on the **Corpus Christi Mary Rhodes Pipeline Project Phase 2**. Our firm will provide the personnel to perform construction services for the estimated cost of \$1,679,942.00 on Pipeline sections A & B. The proposal duration is based on 16 months, 14 months for construction phase and 2 months of the pre-construction phase.

#### SCOPE OF WORK

AG|CM will work hand-in-hand with the FNI Team to ensure continuity throughout the project. It is the understanding that we will utilize the recommended FNI construction management software for all reporting and documentation. AG|CM will provide Inspection Services during the Construction and Close-Out Phase as outlined below:

##### Construction Phase:

- Provide daily oversight and leadership for the successful completion of Sections A & B of the MRPL2.
- Act as the official City of Corpus Christi liaison to the contractor for Sections A&B. Provide interface as necessary with Section C and the pump station tie-ins.
- Identify potential construction problems such as coordination with other utilities, scheduling, and relocation difficulties. Plan and execute all steps necessary to avoid these problems, including communicating these to FNI and the City.
- Hold regular progress meetings with the contractor to resolve any problems, and conduct additional meetings, as necessary, to resolve conflicts or specific problems.
- Attend scheduled Construction and Requested Inspection Meetings – Provide representation at the construction meetings to provide direction and feedback to contractor.
- Review Monthly Contractor's Pay Request – Review the submitted pay request verifying project schedule, materials, and pay amounts, when requested.
- Review and recommend RFPs for work not identified in contract documents.
- Review draft change orders, as well as monitor and coordinate negotiations.
- Provide daily on-site observation and quality assurance inspection of work in-progress and determine if the project is proceeding in accordance with the schedule and contract documents. Verify that completed work conforms to contract document requirements by reviewing Lab &

Test Reports. Coordinate and recommend any additional inspection or testing of contractor's work if required.

- Visually inspect materials prior to installation to ensure they conform to approved submittals and/or contract documents.
- Report work that is considered unsatisfactory and advise what work should be corrected, rejected, uncovered for observation, or subject to special tests or inspections.
- Inspect sediment control measures and direct the contractor to take corrective actions to maintain or contain sediment and erosion control systems in accordance with the approved sediment and erosion control plan.
- Submit daily field reports and representative photos that document contractor's manpower, hours on job site, equipment in use, weather conditions, data relative to extras or deductions in bid items, work in-progress and accomplished, whether work is in conformance with contract documents, general observations and documentation of testing procedures and results.
- Maintain progress photos/videos of contractor's work.
- Use the Critical Path Method (CPM) to analyze the contractor's proposed path for construction and review and verify the progress throughout the project.
- Review contractor's initial schedule for general constructability and conformance with contract documents.
- Review monthly schedule updates to confirm actual dates of start and finish of each activity and proposed sequence, identify substantial changes to the schedule from prior submittals, potential obstacles, barriers to construction, critical path issues, and other schedule slippage issues, as necessary.
- Review all easement documents and ensure that the contractor is abiding by the easement requirements and special conditions and limits.
- Coordinate with Owner's representative so that property owners along the project alignment are informed of construction schedule, their questions and concerns are responded to, as well as assist with public meetings and resolving public complaints.

Close-Out phase:

- Substantial & Final Completion Inspection – Attend and observe the substantial completion and final completion inspection of the work in-place.
- Review the Final Operations and Maintenance (O&M) Manuals.

The following documents are attached for use:

1. Detailed proposal including estimated man-hours, calendar, and unit rate sheet
2. Organizational chart with resumes

Again, we greatly appreciate your confidence and the prospect of continuing to provide professional services to the City of Corpus Christi.

Kind Regards,



Marty Schmitt  
Field Operations Manager  
361-882-0469  
361-443-4572c  
[mschmitt@agcm.cc](mailto:mschmitt@agcm.cc)

**EXHIBIT "B"**  
**MANDATORY INSURANCE REQUIREMENTS & INDEMNIFICATION**  
**FOR A/E PROFESSIONAL SERVICES/CONSULTANT SERVICES**  
**(Revised October 2010)**

- A. Consultant must not commence work under this agreement until all insurance required herein has been obtained and such insurance has been approved by the City. The Consultant must not allow any subcontractor to commence work until all similar insurance required of the subcontractor has been obtained.
- B. Consultant must furnish to the City's Risk Manager, two (2) copies of Certificates of Insurance, showing the following minimum coverages by insurance company(s) acceptable to the City's Risk Manager. The City must be named as an additional insured for all liability policies, and a blanket waiver of subrogation is required on all applicable policies.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
<b>30-Day Written Notice of Cancellation, non-renewal or material change required on all certificates</b>	<b>Bodily Injury &amp; Property Damage Per occurrence - aggregate</b>
<b>COMMERCIAL GENERAL LIABILITY</b> including: 1. Broad Form 2. Premises - Operations 3. Products/ Completed Operations 4. Contractual Liability 5. Independent Contractors	<b>\$1,000,000 COMBINED SINGLE LIMIT</b>
<b>AUTOMOBILE LIABILITY</b> to included 1. Owned vehicles 2.. Hired – Non-owned vehicles	<b>\$1,000,000 COMBINED SINGLE LIMIT</b>
<b>PROFESSIONAL LIABILITY</b> including: Coverage provided shall cover all employees, officers, directors and agents 1. Errors and Omissions	<b>\$1,000,000 per claim / \$2,000,000 aggregate</b> (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 an Insured
<b>WORKERS' COMPENSATION</b>	<b>Which Complies with the Texas Workers Compensation Act</b>
<b>EMPLOYERS' LIABILITY</b>	<b>500,000/500,000/500,000</b>



- C. In the event of accidents of any kind, Consultant must furnish the Risk Manager with copies of all reports within (10) ten days of accident.
- D. Consultant must obtain workers' compensation coverage through a licensed insurance company in accordance with Texas law. The contract for coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The coverage provided must be in amounts sufficient to assure that all workers' compensation obligations incurred will be promptly met.
- E. Consultant's financial integrity is of interest to the City; therefore, subject to Successful Consultant's right to maintain reasonable deductibles in such amounts as are approved by the City, 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.
- F. The City shall be entitled, upon request and without expense, to receive copies of the policies, declarations page and all endorsements thereto as they apply to the limits required by the City, and may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Consultant shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Consultant shall pay any costs incurred resulting from said changes. All notices under this Article shall be given to City at the following address:

City of Corpus Christi  
Attn: Risk Management  
P.O. Box 9277  
Corpus Christi, TX 78469-9277  
Fax: (361) 826-4555

- G. 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:
- i. Name the City and its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
  - ii. 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;
  - iii. Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and
  - iv. Provide thirty (30) calendar days advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.

- H. Within five (5) calendar days of a suspension, cancellation, or non-renewal of coverage, Successful 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.
- I. 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.
- J. Nothing herein contained shall be construed as limiting in any way the extent to which Successful Consultant may be held responsible for payments of damages to persons or property resulting from Consultant's or its subcontractors' performance of the work covered under this agreement.
- K. 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.
- L. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this contract.

#### **INDEMNIFICATION AND HOLD HARMLESS**

**Consultant shall indemnify, save harmless and defend the City of Corpus Christi, and its agents, servants, and employees, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and attorneys' fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to any property, which may arise or which may be alleged to have arisen out of or in connection with the negligent performance of Consultant's services covered by this contract. The foregoing indemnity shall apply except if such injury, death or damage is caused by the sole or concurrent negligence of the City of Corpus Christi, its agents, servants, or employees or any other person indemnified hereunder.**



**COMPLETE PROJECT NAME**  
**Project No. XXXX**  
**Invoice No. 12345**  
**Invoice Date:**

	<b>Contract</b>	<b>Amd No. 1</b>	<b>Amd No. 2</b>	<b>Total Contract</b>	<b>Amount Invoiced</b>	<b>Previous Invoice</b>	<b>Total Invoice</b>	<b>Percent Complete</b>
<b>Basic Services:</b>								
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%
<b>Subtotal Basic Services</b>	<b>\$6,000</b>	<b>\$1,000</b>	<b>\$1,250</b>	<b>\$8,250</b>	<b>\$750</b>	<b>\$1,500</b>	<b>\$2,500</b>	<b>30%</b>
<b>Additional Services:</b>								
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%
<b>Subtotal Additional Services</b>	<b>\$2,000</b>	<b>\$1,120</b>	<b>\$1,627</b>	<b>\$4,747</b>	<b>\$500</b>	<b>\$0</b>	<b>\$500</b>	<b>11%</b>
<b>Summary of Fees</b>								
<b>Basic Services Fees</b>	<b>\$6,000</b>	<b>\$1,000</b>	<b>\$1,250</b>	<b>\$8,250</b>	<b>\$750</b>	<b>\$1,500</b>	<b>\$2,500</b>	<b>30%</b>
<b>Additional Services Fees</b>	<b>2,000</b>	<b>1,120</b>	<b>1,627</b>	<b>4,747</b>	<b>500</b>	<b>0</b>	<b>500</b>	<b>11%</b>
<b>Total of Fees</b>	<b>\$8,000</b>	<b>\$2,120</b>	<b>\$2,877</b>	<b>\$12,997</b>	<b>\$1,250</b>	<b>\$1,500</b>	<b>\$3,000</b>	<b>23%</b>



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: AGCM, Inc.

P. O. BOX: \_\_\_\_\_

STREET ADDRESS: 1101 Ocean Drive CITY: Corpus Christi ZIP: 78404

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) \_\_\_\_\_  
\_\_\_\_\_ N/A \_\_\_\_\_  
\_\_\_\_\_ \_\_\_\_\_  
\_\_\_\_\_ \_\_\_\_\_

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 \_\_\_\_\_  
\_\_\_\_\_ N/A \_\_\_\_\_  
\_\_\_\_\_ \_\_\_\_\_  
\_\_\_\_\_ \_\_\_\_\_

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 \_\_\_\_\_  
\_\_\_\_\_ N/A \_\_\_\_\_  
\_\_\_\_\_ \_\_\_\_\_  
\_\_\_\_\_ \_\_\_\_\_

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 \_\_\_\_\_  
\_\_\_\_\_ N/A \_\_\_\_\_  
\_\_\_\_\_ \_\_\_\_\_  
\_\_\_\_\_ \_\_\_\_\_

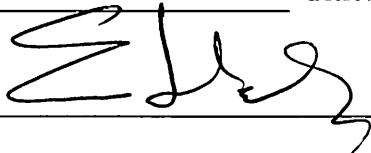
### FILING REQUIREMENTS

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: Ed Labay Title: Vice President  
(Type or Print)

Signature of Certifying Person:  Date: 2/6/14

### 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.