

**AMENDMENT NO. 2
TO AGREEMENT**

**For
Construction Materials Testing and Engineering Services**

This AGREEMENT is between the City of Corpus Christi, Texas, a Texas home-rule municipal corporation ("CITY"), acting through its duly authorized City Manager or designee ("City Engineer"), and **ROCK ENGINEERING & TESTING LABORATORY INC.**, a Texas corporation or partnership ("LAB"), acting through its duly authorized representative who is Curtis A. Rock, Business Development Manager, which agree as follows:

Original Testing Agreement	February 8, 2011	Administrative Approval	\$6,890.00
Amendment No. 1	In progress	Administrative Approval	\$3,400.00

1. **DECLARATIONS:** "CITY" desires to engage "LAB" to provide services in connection with City's project, described as follows: **Bayfront Development Plan, Phase 3 (Project No. 6511)** ("PROJECT").

2. **SCOPE OF WORK:** "LAB" shall provide services to the PROJECT in accordance with the accompanying Scope of Services and Fee Schedule attached as "Exhibit A". Monthly invoices will be submitted in accordance with Exhibit "B"

3. **FEE:** The "CITY" agrees to pay the "LAB" for services provided in accordance with Exhibit "A", Scope of Services and Fee Schedule under this AGREEMENT, a total fee not to exceed **\$102,500.00 (One Hundred Two Thousand Five Hundred Dollars and Zero Cents)** for a total restated fee not to exceed **\$112,790.00 (One Hundred Twelve Thousand Seven Hundred Ninety Dollars and Zero Cents)**.

CITY OF CORPUS CHRISTI

ROCK ENGINEERING & TESTING LABORATORY

Daniel Biles, P.E. (Date)
Director of Engineering Services

Curtis Rock 2-4-13

Curtis A. Rock (Date)
Business Development Manager
6817 Leopard Street
Corpus Christi, TX 78409
(361) 883-4555 Office
(361) 883-4711 Fax

RECOMMENDED

Michael Morris 2/11/13

Michael Morris (Date)
Director of Parks and Recreation

Project Number: 6511
Funding Source: 550920-3126-00000-170678
Fund Name: Bayfront Development 09 GO CIP
Encumbrance Number:

APPROVED AS TO FORM

Office of Mgmt and Budget (Date)

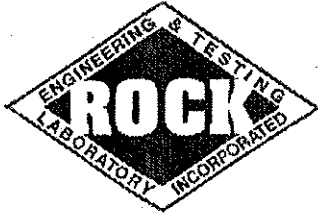
ATTEST

Armando Chapa, City Secretary (Date)

ENTERED

FEB 04 2013

CONTRACT MANAGERS: 



- GEOTECHNICAL ENGINEERING
- CONSTRUCTION MATERIALS ENGINEERING & TESTING
- SOILS • ASPHALT • CONCRETE

October 23, 2012

Hargreaves Associates
398 Kansas Street
San Francisco, California 94103

Attention: Mr. Erik Hanson

SUBJECT: PROPOSAL TO PERFORM A SUBSURFACE INVESTIGATION AND LABORATORY TESTING PROGRAM AND PROVIDE FOUNDATION AND PAVEMENT RECOMMENDATIONS FOR THE PROPOSED DESTINATION BAYFRONT
South Shoreline Boulevard
Corpus Christi, Texas
RETL Proposal Number: P100212A (Revision No. 1)

Dear Mr. Hanson,

Rock Engineering and Testing Laboratory, Inc. (RETL) (TBPE Firm No. 2101) is pleased to submit the following proposal to perform a subsurface investigation and laboratory testing program and provide foundation and pavement recommendations for the proposed Destination Bayfront project to be constructed near South Shoreline Boulevard located in Corpus Christi, Texas.

Based on the information provided to RETL, the project will include the construction of a new bayfront recreational area along the existing seawall and marina. The project scope is based on the information provided in the 100% Schematic Design Key Plan dated October 19, 2012. The proposed bayfront will include upgrades and reconstruction of the existing seawall, addition of multiple restaurants, retail buildings and entertainment structures, upgrades to the existing Sherrill Park and dredging of the existing marina basin. The proposed buildings and structures are expected to have eave heights of approximately 18-feet and utilize wooden timber pile foundations. The dredging depth of the marina is unknown at this time.

A pier approximately 60-feet in width by 250-feet in length will also be constructed near the existing beach and bulkhead. The pier is expected to include multiple retail buildings and shade canopies. Sheet piling will be utilized for stabilization of the existing beach along the proposed pier.

Additionally, parking and drive areas will be constructed to facilitate mainly passenger vehicles and light trucks. Light poles and sitting areas will also be constructed throughout the site.

It is understood that existing structures and pavements will be demolished and removed from the project site. The proposed structures and parking and drive areas may be constructed within the vicinity of the demolished structures.

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6817 LEOPARD STREET • CORPUS CHRISTI, TEXAS 78409
OFFICE: (361) 883-4555 • FAX: (361) 883-4711 • www.rocktesting.com

EXHIBIT "A"
Page 1 of 4

Based on the project description provided above and RETL's experience with soils in the vicinity of the project, RETL proposes the following scope of work:

PROPOSED STRUCTURE	NO. OF BORINGS PER STRUCTURES	BORING DEPTH (ft)	LINEAR FEET (LF)
Proposed Play Area Village South	1	100	100
Proposed Play Area Village North	1	100	100
Proposed Zocalo, Pier & Stage	2	100	200
Proposed Sherrill Park Village	2	100	200
Proposed Parking/Drive Areas	4	7	28
Building Footprint/Landward Structures	12	50	600
Marina Basin	5	10	50
SUM OF LINEAR FOOTAGE			1,278

The boring depth for the Building footprint/Landward Structures was determined using previous experience with soils in the area. Marina basin boring depth was determined on the assumption that the marina would be dredged to a depth of 10-feet. The scope of work is outlined below.

Scope of the Proposed Subsurface Investigation

- RETL requests that the boring location is staked in the field prior to the field investigation or a site plan is provided to RETL showing the proposed structure in reference to existing predominate site features to aid RETL in locating the boring in the field.
- Coordination with Texas One Call will be performed by RETL to identify underground utilities in the proximity of the boring locations. The borings will be relocated if necessary.
- The client shall perform due diligence to assure RETL that the boring locations are accessible and clear of obstructions, such as fences, shrubs and trees. The borings will be relocated if necessary.
- A truck mounted drilling rig will be utilized to access the boring locations.
- Soil samples will be obtained at predetermined depths, unless subsurface conditions warrant additional sampling.
- The borings will be advanced to the depths specified above.
- Disturbed soil samples will be obtained employing split-barrel sampling procedures in general accordance with the procedures for "Penetration Test and Split-Barrel Sampling of Soils, (ASTM D1586)."
- Undisturbed soil samples will be obtained using thin-wall tube sampling procedures in accordance with "Thin Walled Tube Sampling of Soils, (ASTM D1587)."
- The shear strength of cohesive soils will be estimated using a hand penetrometer.
- Standard penetration tests (SPT) will be recorded in granular soils.
- Sampling and testing at the marina basin will be performed in water depths of approximately 2 to 7-feet.
- The marine borings will be extended to the depths specified above below the water surface at the time of the field investigation or upon refusal of the soil sampling device.
- RETL will provide a 3-man crew and boat to perform the proposed marine borings.
- RETL will perform limited soil sample collection by means of a sediment sampler at each marine boring location.

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- GPS coordinates, obtained in the field at all sample locations, will be recorded using a commercially available Garmin handheld GPS model Etrex Venture using NAD 83 map datum.
- Groundwater readings will be obtained during drilling and immediately upon completion of the drilling operations.
- After obtaining the delayed groundwater readings, the open boreholes will be backfilled with excess soils obtained during the drilling operations and patched with asphalt cold patch mix or eucocrete, where applicable.

Scope of Laboratory Testing Program

- Supplementary Visual Classification (ASTM D2487)
- Water Content Tests (ASTM D2216)
- Atterberg Limits Tests (ASTM D4318)
- Unconfined Compressive Strength Tests (ASTM D2166)
- Percent Material Finer Than The #200 Sieve Tests (ASTM D1140)
- Grain Size Distribution/Particle Size Analysis of Soils (ASTM D422)

All phases of the laboratory testing program will be performed in general accordance with applicable ASTM Specifications. All field and laboratory test results will be included on the boring logs or provided in the report.

Projected Schedule

After authorization, it is estimated that the drilling operations can be completed within 12 to 15 days and the final report will be submitted within four weeks of the completed fieldwork. RETL will consult with the engineers as field and laboratory test results become available.

Geotechnical Engineering Report

In addition to the field and laboratory testing, a geotechnical engineering report will be prepared that includes a description of the field exploration and laboratory tests, boring logs, a discussion of the engineering properties of the subsurface materials encountered and foundation and pavement recommendations. The report will include items indicated in the memo titled Destination Bayfront Request for Geotechnical Information provided by Mr. Larry Rickels, P.E., representing Datum Engineers, Inc.

Fees and Limitations

The total fee to perform the scope of work outlined above is **\$102,500.00**. Additional drilling, if required due to the subsurface soil conditions encountered, will be performed at a rate of \$75.00 per linear foot of drilling.

Services provided by RETL under this Agreement will be performed in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

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The Client shall provide for RETL's right to enter the property owned by the Client and/or others and assure that the boring locations are clear of underground utilities and accessible to drilling equipment in order for RETL to fulfill the Scope of Services included hereunder.

The Parties to this agreement agree that if any claim is made that RETL failed to comply with any term of this agreement or that it failed to perform its work and/or duties under this agreement properly, the client, upon proof that there was some failure to comply or some mistake in the performance of the work, shall not be entitled to recover any sum greater than the amount paid by the client to RETL for the service performed by RETL or \$25,000.00 whichever is less.

In addition, and notwithstanding any other provisions of this Agreement, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless RETL, his or her officers, directors, employees, agents and sub consultants from and against all damage, liability or cost, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with this project or the performance by any of the above named parties of the services under this Agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of RETL.

Either the Client or RETL may terminate this Agreement at any time with or without cause upon giving the other party 10-calendar days prior written notice. The Client shall within 10 calendar days of termination pay RETL for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this contract.

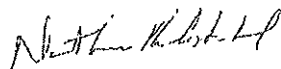
Closing

If you are in agreement with our proposed scope of work, please authorize us to proceed by signing in the space below and returning one copy to us.

Thank you for your consideration of our firm to assist you with this project. If you have any questions, or comments, please call at (361) 883-4555.

Sincerely,

ACCEPTED AND APPROVED



By _____

Nathan Ruckstuhl, EIT
Geotechnical Project Manager

Print _____

Date _____

For payment of services, invoice to:

Firm: _____ Attn: _____

Address: _____ Title: _____

City: _____ State: _____ Zip Code: _____ Phone: _____ Fax: _____

E-mail address: _____

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Bayfront Development Plan Phase 3

Project No. 6511

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	\$15,117	\$0	\$0	\$15,117	\$0	\$1,000	\$1,000	7%
Design Phase	20,818	0	0	20,818	1,000	500	1,500	7%
Bid Phase	0	0	0	0	0	0	0	n/a
Report Phase	14,166	0	0	14,166	0	0	0	0%
Construction Phase	0	0	0	0	0	0	0	n/a
Subtotal Basic Services	\$50,101	\$0	\$0	\$50,101	\$750	\$1,500	\$2,500	5%
Additional Services:								
Permitting	\$0	\$0	\$0	\$0	\$0	\$0	\$0	n/a
Warranty Phase	0	0	0	0	0	0	0	n/a
Inspection	9,011	0	0	9,011	0	0	0	0%
Platting Survey	29,090	0	0	29,090	0	0	0	0%
Reporting	1,294	0	0	1,294	0	0	0	0%
O & M Manuals	TBD	TBD	TBD	TBD	TBD	TBD	TBD	0%
SCADA	TBD	TBD	TBD	TBD	TBD	TBD	TBD	0%
Subtotal Additional Services	\$39,395	\$0	\$0	\$39,395	\$0	\$0	\$0	0%
Summary of Fees								
Basic Services Fees	\$50,101	\$0	\$0	\$50,101	\$750	\$1,500	\$2,500	5%
Additional Services Fees	39,395	0	0	39,395	0	0	0	0%
Total of Fees	\$89,496	\$0	\$0	\$89,496	\$750	\$1,500	\$2,500	3%



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: Rock Engineering & Testing Laboratory, Inc.

P. O. BOX: _____

STREET ADDRESS: 6817 Leopard Street CITY: Corpus Christi ZIP: 78409

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 Curtis Rock	Planning Commission
_____	_____
_____	_____

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: Curtis A. Rock Title: Business Development Manager

(Type or Print)

Signature of Certifying Person:

Curtis Rock

Date: 2-4-13

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.