

**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 (Director of Engineering Services) and **RVE, Inc.**, a Texas corporation, 820 Buffalo Street, Corpus Christi, Nueces County, Texas 78401, (Architect/Engineer – A/E), hereby agree as follows:

1. SCOPE OF PROJECT Gollihar Road Improvements – Kostoryz Road to Weber Road (2014 Bond Issue) - Project No(s) E13088 & E13089

The **Gollihar Road Improvements Project** involves removal of the existing 5-lane roadway, curb and gutter, curb ramps and sidewalks from Kostoryz Road to Weber Road and replacement with a new 5-lane roadway (3-lane if warranted by traffic analysis) with in-street bike lanes and 5'-wide concrete sidewalks on each side of the street; traffic signal improvements at Carroll Lane and Kostoryz road; removal and replacement of the stormwater laterals and inlets; cleaning and repair of existing storm sewer box culvert, or removal and replacement of existing box culverts, if deemed not traffic-rated; installation of additional storm sewer box culvert; removal of non-PVC water laterals and replacement with PVC water laterals; and removal of VCP wastewater lines and existing wastewater manholes and replacement with PVC wastewater lines and new fiberglass manholes.

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. **Exhibit "A-1" provides supplemental description of services to Exhibit "A" and is not intended to supersede services described in Exhibit "A"**. 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. MANDATORY REQUIREMENTS

A/E agrees to the mandatory contract 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. 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 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. INSURANCE, INDEMNIFICATION AND HOLD HARMLESS

The Consultant will submit to the City Engineer a certificate of insurance, with the City named as additionally insured, showing the minimum coverage set forth in Exhibit "B" by an insurance company acceptable to the City. The Consultant further agrees to indemnify, save harmless and defend the City of Corpus Christi, and its agents, servants, and employees as more fully set forth in Exhibit "B".

11. 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 & Utilities

RVE, Inc.



Patrick D. Veteto, P.E. Date
820 Buffalo Street
Corpus Christi, TX 78401
(361) 887-8851 Office
(361) 887-8855 Fax

12-18-13

RECOMMENDED

Daniel Biles, P.E. Date
Executive Director of Public Works

Operating Department Date

APPROVED

Office of Management Date
and Budget

ATTEST

City Secretary

Gollihar from Weber to Carroll (Project No. E13088) BOND ISSUE 2014			
Department	Fund No.	Fund Name	Amount
Street	550950-3550-00000-E13088	Streets 2013 TN (Bond 2014 Design)	\$323,449.30
Wastewater	550950-4510-00000-E13088	Wastewater Capital Reserves	\$40,488.50
Storm Water	550950-3494-00000-E13088	Storm Water 2012A CIP Fd Rv Bd	\$600,384.20
Water	550950-4479-00000-E13088	Water 2010B REV Txbl BAB	\$32,390.80
Gas	550950-4551-00000-E13088	Gas 09 CIP Fund (rev bd 08GO)	\$8,097.70
Subtotal			\$1,004,810.50
Gollihar from Carroll to Kostoryz (Project No. E13089) BOND ISSUE 2014			
Street	550950-3550-00000-E13089	Streets 2013 TN (Bond 2014 Design)	\$323,449.30
Wastewater	550950-4510-00000-E13089	Wastewater Capital Reserves	\$40,488.50
Storm Water	550950-3494-00000-E13089	Storm Water 2012A CIP Fd Rv Bd	\$600,384.20
Water	550950-4479-00000-E13089	Water 2010B REV Txbl BAB	\$32,390.80
Gas	550950-4551-00000-E13089	Gas 09 CIP Fund (rev bd 08GO)	\$8,097.70
Subtotal			\$1,004,810.50
Total			\$2,009,621.00

Encumbrance No. _____

EXHIBIT "A"
CITY OF CORPUS CHRISTI, TEXAS

Gollihar Road Improvements (Kostoryz Road to Weber Road)
Project No(s): E13088 & E13089
Bond Issue 2014

I. SCOPE OF SERVICES

A. BASIC SERVICES

For the purpose of this contract, Preliminary Phase may include Schematic Design and Design Phase services may include Design Development as applicable to Architectural services.

1. **Preliminary Phase.** The Architect/Engineer-A/E (also referred to as Consultant) will:
 - a) Prepare PowerPoint presentation in City format for City Council Meeting.
 - b) Hold Project Kick-off Meeting. Prepare meeting agenda and distribute meeting meetings to attendees within five working days of the meeting.
 - c) Prepare geotechnical investigation findings (see Additional Services).
 - d) Request and review available reports, record drawings, utility maps and other information provided by the City pertaining to the project area.
 - e) Develop preliminary requirements for utility relocations replacements or upgrades. Coordinate with the City's Project Manager and identify operating departments potential project needs.
 - f) Develop preliminary street cross section recommendations. Prepare conceptual life-cycle cost estimate with recommended pavement sections using Federal Highway Administration (FHWA) "Real Cost" Program.
 - g) Identify right-of-way acquisition requirements and illustrate on a schematic strip map.
 - h) Prepare preliminary opinions of probable construction costs for the recommended improvements.
 - ~~i) Develop drainage area boundary map for existing and proposed drainage areas served. (MOVED TO ADDITIONAL SERVICES)~~
 - ~~j) Conduct the hydraulic analysis to quantify the storm sewer design of existing and proposed systems. Include the analysis of inlet capacity. (MOVED TO ADDITIONAL SERVICES)~~
 - k) Identify electric and communication utility companies and private pipeline companies that may have existing facilities and must relocated to accommodate the proposed improvements.
 - l) Coordinate with AEP and City Traffic Engineering to identify location of electrical power conduit for street lighting and traffic signalization.
 - m) Identify and analyze requirements of governmental authorities having jurisdiction to approve design of the Project including permitting, environmental, historical, construction, and geotechnical issues; upon request or concurrence of the Project Manager, meet and coordinate with agencies such as RTA, CDBG, USPS, affected school districts (CCISD, FBISD, etc.) community groups, TDLR, etc.
 - n) Identify and recommend public outreach and community stakeholder requirements.
 - o) Review City provided preliminary Traffic impact assessment and provide recommendation for integration and/or additional requirements as appropriate.
 - p) Prepare an Engineering Letter Report (20 – 25 page main-body text document with supporting appendices) that documents the analyses, approach, opinions of probable construction costs, and document the work with text, tables, schematic-level exhibits and computer models or other applicable supporting documents required per City Plan Preparation Standards Contract Format (CPPSCF). Engineering Letter Report to include:

1. Provide a concise presentation of pertinent factors, sketches, designs, cross-sections, and parameters which will or may impact the design, including engineering design basis, preliminary layout sketches, construction sequencing, alignment, cross section, geotechnical testing report, right-of-way requirements, conformance to master plans, identification of needed additional services, identification of needed permits and environmental consideration, existing and proposed utilities, identification of quality and quantity of materials of construction, and other factors required for a professional design.
 2. Include summary output tables from Hydraulic and Hydrologic analyses.
 3. Include existing site photos.
 4. Provide opinion of probable construction costs.
 5. Identify and analyze requirements of governmental authorities having jurisdiction to approve design of the Project including permitting, environmental, historical, construction, and geotechnical issues; meet as City agent or with City participation and coordinate with agencies such as RTA, CDBG, USPS, CCISD, community groups, TDLR, etc.
 - ~~6. Provide an analysis on project impacts towards "re-engineering" and effects on cost savings toward City operations, which this project will affect.~~
 7. Provide anticipated index of drawings and specifications.
 8. Provide a summary table & required ROW parcels. **(If AUTHORIZED as an Additional Service.)**
- q) Submit one (1) copy in an approved electronic format, and one (1) paper copy of the Draft Engineering Letter Report.
 - r) Submit computer model file, results and calculations used to analyze drainage. **(Proprietary work will be submitted as a PDF.)**
 - s) Conduct Project review meeting with City staff to review and receive City comments on the Draft Engineering Letter Report as scheduled by City Project Manager.
 - t) Assimilate all City review comments of the **Draft Engineering Letter Report** and provide one (1) set of the **Final Engineering Letter Report (ELR)** (electronic and hard copies using City Standards as applicable) suitable for reproduction.
 - ~~u) Assist City in presenting summary of ELR findings to the Bicycle and Pedestrian Subcommittee and the Transportation Advisory Committee (TAC). Prepare PowerPoint presentation, handouts and exhibits for meeting. Provide follow up and response to comments. (MOVED TO ADDITIONAL SERVICES)~~

City staff will provide one set only of the following information (as applicable):

- a) Electronic index and database of City's record drawing and record information.
- b) Requested record drawings and record information in electronic format as available from City Engineering files.
- c) The preliminary budget, specifying the funds available for construction.
- d) A copy of existing studies and plans. (as available from City Engineering files).
- e) Field location of existing city utilities. (A/E to coordinate with City Operating Departments.)
- f) Applicable Master Plans and GIS mapping are available on the City's website.
- g) City Control survey Bench marks and coordinates.
- h) Preliminary Traffic Impact Assessment.

The records provided for A/E's use under this contract are proprietary, copyrighted, and authorized for use only by A/E, and *only* for the intended purpose of this project. Any unauthorized use or distribution of the records provided under this contract is strictly prohibited.

Any information marked proprietary, or copyrighted, provided by the City is authorized for use only by A/E, and only for the intended purpose of this project. Any unauthorized use or distribution of information marked proprietary, or copyrighted, provided under this contract is strictly prohibited.

2. **Design Phase.** Upon approval of the preliminary phase, designated by receiving authorization to proceed, the A/E will:
- a) Provide coordination with electric and communication utility companies and private pipeline companies that may have existing facilities and must be relocated to accommodate the proposed improvements. **The City will provide a list of utility franchises within the Project area.**
 - b) Provide assistance to identify testing, handling and disposal of any hazardous materials and/or contaminated soils that may be discovered during construction (to be included under additional services).
 - c) Prepare construction documents in City standard format for the work identified in the approved ELR. Construction plans to include improvements or modifications to the storm water, water and wastewater systems within the project limits. Include standard City of Corpus Christi detail sheets as appropriate.
 - d) Prepare construction plans in compliance with CPPSCF using English units on 11"x 17".
 - i) Prepare Traffic Control and Construction Sequencing Plans. The TCP will include construction sequencing, typical cross section and construction phasing plan sheets, warning and barricades, as well as standards sheets for barricades, traffic control plan, work zone pavement markings and signage. **Preparation of specific traffic control plans is not included in the scope of this contract. The Contractor shall be responsible for preparation and approval of specific Traffic Control plans appropriate to the Contractor's means and methods.**
 - ii) ~~Provide Storm Water Pollution Prevention Plan, including construction drawings.~~ **Prepare Stormwater Best Management Practices construction drawings. Contractor is responsible for preparing and maintaining a Stormwater Pollution Prevention Plan (SWPPP) for himself and for the City. The SWPPP shall include the construction drawings prepared by the A/E.**
 - e) Furnish one (1) set of the interim plans (60% submittal - electronic and full-size hard copies using City Standards as applicable) to the City staff for review and approval purposes with estimates of probable construction costs. Identify distribution list for plans and bid documents to all affected franchise utilities.
 - i) **Required with the interim plans is a "Plan Executive Summary", project checklist & drawing checklist, which will identify and summarize the project by distinguishing key elements and opinion of probable project costs.**
 - ii) **Attend 60% submittal meeting with City Staff to assist staff in review of 60% submittal.**
 - f) Hold Project 60% review meeting. Prepare meeting agenda and distribute meeting meetings to attendees within five working days of the meeting. Assimilate all review comments, as appropriate and, upon Notice to Proceed.
 - g) ~~Provide one (1) set of the pre-final plans and bid documents (90% submittal - electronic and hard copy using City Standards as applicable) to the City staff for review and approval purposes with revised estimates of probable costs.~~
 - h) ~~Hold Project 90% review meeting. Prepare meeting agenda and distribute meeting meetings to attendees within five working days of the meeting. Assimilate all review comments, and incorporate any requirements into the plans and specifications, and advise City of responding and non-responding participants as appropriate and, upon~~

~~Notice to Proceed.~~

- i) Provide one (1) set of the final (100%) plans (unsealed and unstamped - electronic and hard copy using City Standards as applicable) for City's final review.
- j) Assimilate all final review comments Upon approval by the Director of Engineering Services, provide one (1) set of the **final plans and contract documents** (electronic and hard copy using City Standards as applicable) suitable for reproduction. Said bid documents henceforth become the shared intellectual property of the City of Corpus Christi and the Consultant. The City agrees that any modifications of the submitted final plans (for other uses by the City) will be evidenced on the plans and be signed and sealed by a professional engineer prior to re-use of modified plans.
- k) Provide Quality Assurance/Quality Control (QA/QC) measures to ensure that all submittals of the interim, pre-final (if required), and final complete plans and complete bid documents with specifications accurately reflect the percent completion designated and do not necessitate an excessive amount of revision and correction by City. Additional revisions or design submittals are required (and within the scope of Consultant's duties under this contract) if, in the opinion of the City Engineer or designee, Consultant has not adequately addressed City-provided review comments or provided submittals in accordance with City standards.
- l) Prepare and submit monthly status reports to the Project Manager no later than the last Wednesday of each month with action items developed from monthly progress and review meetings. See attachment 'A' for required form.
- m) Provide copy of contract documents along with appropriate fee to Texas Department of Licensing and Regulation (TDLR) for review and approval of accessibility requirements for pedestrian improvements (as authorized by Additional Services).

The City staff will:

- a) Designate an individual to have responsibility, authority, and control for coordinating activities for the ~~construction contract awarded~~ **City during the Design Phase**.
- b) Provide the budget for the Project specifying the funds available for the construction contract.
- c) Provide electronic copy of the City's standard specifications, standard detail sheets, standard and special provisions, and forms for required bid documents.

3. **Bid Phase**. The A/E will:

- a) Prepare draft Authorization to Advertise (ATA).
- b) Participate in the pre-bid conference and provide a meeting agenda for critical construction activities and elements impacted the project.
- c) Assist the City in solicitation of bids by identification of prospective bidders, and review of bids by solicited interests.
- d) 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.
- e) Attend bid opening, analyze bids, evaluate, prepare bid tabulation, and make recommendation concerning award of the contract.
- f) 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.
- g) Prepare Agenda Memoranda and PowerPoint presentation in City format for City Council Meeting.

The City staff will:

- 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.
- e) **Provide draft document format for the Authorization to Advertise and for the Agenda Memoranda.**

4. **Construction Administration Phase (Estimated 18-Month Construction Duration).** The A/E will perform contract administration to include the following:

- a) Participate in pre-construction meeting conference and provide a recommended agenda for critical construction activities and elements impacting the project.
- b) Review, Contractor submittals and operating and maintenance manuals for conformance to contract documents.
- c) Review and interpret field and laboratory tests.
- d) 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.
- e) 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.
- f) ~~Prepare~~ **Assist the City in the preparation of change orders as authorized by the City.** ~~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.~~
- g) ~~Review, evaluate and recommend for City consideration Contractor Value Engineering proposal.~~ **(MOVED TO ADDITIONAL SERVICES)**
- h) Attend final inspection with City staff, provide punch list items for Contractor completion, and provide the City with a Certificate of Completion for the project upon successful completion of the project.
- i) Review Contractor-provided construction "red-line" drawings. Prepare Project record drawings and provide a reproducible set and electronic file (AutoCAD r.14 or later) within two (2) months of final acceptance of the project. All drawings shall 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:

- a) Prepare applications/estimates for payments to contractor.
- b) Conduct the final acceptance inspection with the Engineer.
- c) **Designate an individual to have responsibility, authority, and control for coordinating activities for the City during the Construction Phase.**
- d) **Prepare change orders as required.**

B. ADDITIONAL SERVICES

This section defines the scope of additional services that may only be included as part of this contract if authorized by the Director of Engineering Services. A/E may not begin work on any services under this section without specific written authorization by the Director of Engineering Services. Fees for Additional Services are an allowance for potential services to be provided and will be **negotiated** by the Director of Engineering Services as required. The A/E shall, with written authorization by the Director of Engineering Services, perform the following:

1. **Permit Preparation.** Furnish the City all engineering data and documentation necessary for all required permits. The A/E will prepare this documentation for all required signatures. The A/E will prepare and submit identified permits as **applicable** to the appropriate local, state, and federal authorities, including:
 - a) ~~Union Pacific Railroad, Missouri Pacific Railroad, or any other railroad operating in the area~~
 - b) ~~TxDOT utility and environmental permits, multiple-use agreements~~
 - c) ~~Wetlands Delineation and Permit~~
 - d) ~~Temporary Discharge Permit~~
 - e) ~~NPDES Permit/Amendments (including SSC, NOI/NOT)~~
 - f) ~~Texas Commission of Environmental Quality (TCEQ) Permits/Amendments~~
 - g) ~~Nueces County~~
 - h) ~~Texas Historical Commission (THC)~~
 - i) ~~U.S. Fish and Wildlife Service (USFWS)~~
 - j) ~~U.S. Army Corps of Engineers (USACE)~~
 - k) ~~United States Environmental Protection Agency (USEPA)~~
 - l) **Texas Department of Licensing and Regulation (TDLR)**
 - m) ~~Texas General Land Office (TGLO)~~
 - n) ~~Other agency project-specific permits~~

2. **Right-of-Way (ROW) Acquisition Survey.** 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 in conformance with the City's Global Positioning System (GPS) control network. All work must comply with all TxDOT requirements as applicable.
 - a) Perform surveys to determine apparent right-of-way widths.
 - b) Research plats, ROW maps, deed, easements, and survey for fence corners, monuments, and iron pins within the existing ROW and analyze to establish existing apparent ROW. A/E must obtain Preliminary Title Reports from a local title company and provide copies of the title reports to the City. Preliminary Title Report shall identify title ownership and any title encumbrances to all right-of-way to be acquired.
 - c) Provide a preliminary base map containing apparent ROW, which will be used by the A/E to develop the proposed alignment and its position relative to the existing and proposed ROW. This preliminary base map must show lot or property lines, land ownership and addresses as per appraisal district records.
 - d) Prepare Metes and Bounds Instrument with supporting exhibits as required and agreed upon, subsequent to the ELR acceptance, for ROW parcels, utility easements and temporary construction easements.

3. **Topographic Survey and Parcel Descriptions ROW Verification.** 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.

- a) Establish Horizontal and Vertical Control.
- b) Establish both primary and secondary horizontal/vertical control.
- c) Set project control points for Horizontal and Vertical Control outside the limits of project construction disturbance.
- d) Horizontal control will be based on NAD 83 State plane coordinates (South Zone), and the data will have no adjustment factor applied – i.e. – the coordinate data will remain in grid.
- e) Vertical control will be based on NAVD 88.
- f) All control work will be established using conventional (non-GPS) methods. Perform topographic surveys to gather existing condition information.
- g) Locate proposed soil/pavement core holes as drilled by the City's Geotechnical Engineering Consultant.
- h) Obtain x, y, and z coordinates of all accessible existing sanitary sewer, storm sewer, water and gas lines as well as any other lines owned by third-parties and locate all visible utilities, wells and signs within the apparent ROW width along project limits. No utility connections will be shown. Surveying services, related to subsurface utility engineering (SUE) shall be provided as part of the scope of work for SUE.
- i) Locate improvements within the apparent ROW.
- j) Locate and identify trees, at least five inches in diameter within the apparent ROW.
- k) Generate electronic planimetric base map for use in project design.
- ~~l) Set property corners and prepare right of way strip parcel map depicting all parcels proposed for acquisition. Metes and bounds descriptions must indicate parent tract areas based on the most accurate information available. Strip map will show entire parent tracts at "not to scale" and for information only. All existing easements within the parcels to be acquired and those within adjacent parcels must be shown.~~
- ~~m) Prepare individual signed and sealed parcel maps and legal descriptions for the required right of way acquisition for parcels and easements. A strip map showing all parcels required will be submitted along with parcel descriptions. Additional fees may be required in resolving boundary conflicts between Owners. VE shall submit parcel maps and legal descriptions prior to the 60% submittal.~~

4. **Environmental Issues.** Identify and develop a scope of work for any testing, handling and disposal of hazardous materials and/or contaminated soils that may be discovered during construction.

5. **Subsurface Utility Investigation Engineering**

- a) Provide subsurface utility engineering in accordance with ASCE Standard "ASCE C- I, 38-02, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" including, but not limited to, hydro-excavation. The proposed subsurface utility investigation will be as follows:
 - i) Excavation – The survey scope includes working with a subsurface utility excavator to perform Quality Level A investigation of underground utilities in specified areas through the project limit. (Quality Level A involves the use of nondestructive digging equipment at critical points to determine the horizontal and vertical position of underground utilities, as well as the type, size, condition, material, and other characteristics.) Utilities located at this quality level will be physically located and tied to the topographic survey control. The utility will be identified and an elevation will be obtained to the top of the utility.
 - ii) Utility Location – The survey scope includes locating certain utilities to Quality Level B (Quality Level B involves surveying visible above ground

utility facilities, such as manholes, valve boxes, posts, etc., and correlating this information with existing utility records.) These utilities will be located by obtaining a One-Call Notice and measuring the marked locations.

- iii) Storm Water – Storm water facilities within the project limits will be located to Quality Level C. Locations will be based on the surveyed locations of accessible storm water manholes and drainage inlets.
- iv) Wastewater – Wastewater facilities within the project limits will be located to Quality Level C. Locations will be based on the surveyed locations of accessible wastewater manholes. Wastewater lines that are not to be replaced as part of this project and that fall within the footprint of construction-related excavation shall be located at Quality Level A.
- v) Water – Water facilities within the project limits will be located to Quality Level A.
- vi) Gas – Gas facilities within the project limits will be located to Quality Level A by the A/E. The City of Corpus Christi Gas Department will provide Quality Level C. The A/E will coordinate this activity.
- vii) **Add SUE findings to topographic survey.**
- b) Inform local franchises whose utilities fall within the footprint of construction-related excavation of the potential for encountering their utility lines during construction. **A list of franchises within the Project area will be provided by the City.**

6. **Public Involvement & Presentation to the Bicycle and Pedestrian Subcommittee and the Transportation Advisory Committee (TAC) (4 Meetings Total).**

- a) Participate in two public meetings. One public meeting shall be held after submittal of the Final Engineering Letter Report and one public meeting shall be held prior to start of project construction. Prepare notices, PowerPoint presentations, handouts and exhibits for meetings. Provide follow-up and response to citizen comments. Revise contract drawings to address citizen comments, as directed by the City. ~~Prepare notices, handouts and exhibits for public information meetings.~~
- b) **Assist City in presenting summary of ELR findings to the Bicycle and Pedestrian Subcommittee and the Transportation Advisory Committee (TAC).** Prepare PowerPoint presentation, handouts and exhibits for meeting. Provide follow-up and response to comments.

7. **Construction Observation Services (Estimated 18-Month Construction Duration).**

(To be determined at a later date. Not included in this contract.)

8. ~~**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. (NOT APPLICABLE)~~

8. **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.

9. **Drainage Analysis of Gollihar Drainage Basin and Existing Storm Infrastructure.** Develop drainage area boundary map for the Gollihar Drainage Basin. Perform hydrologic calculations to determine stormwater runoff flow rates. Conduct hydraulic analysis to determine the capacity of existing storm sewer lines and required storm sewer infrastructure capacity upgrades from Corpus Christi Bay to Kostoryz Road. Drainage study includes analysis of interconnects to adjacent drainage basins. All H&H calculations will be performed in accordance with the City's current Draft Drainage Criteria. Prepare an assessment of adverse impacts (upstream and downstream) in the event that required downstream storm sewer capacity upgrades are not installed. Include findings of Drainage Analysis in the ELR.
10. **Topographic Survey to Accompany Drainage Analysis.** Perform topographic survey of the Gollihar Drainage Basin discharge route from Weber Road to Corpus Christi Bay. The topographic survey will include location, flowlines and sizes of the existing box culvert, cross-sections of the Carmel Parkway ditch and Lamar Park and details of the outfall at Corpus Christi Bay.
11. **Evaluation of Existing Box Culvert.** Inspect and evaluate the existing concrete box culvert in Gollihar Road from Kostoryz Road to Weber Road. Determine the condition of the box culvert, review Record Drawings of the box culvert, and determine its current capacity for direct vehicle loading. Recommend upgrades needed to permit HL-90 direct loading and repairs needed to extend its service life. Traffic control and confined space certification, equipment and personnel are required to perform this work and are included in the scope of services of this line item. Radar inspection of the existing box culverts to verify the presence of the design steel per the Record Drawings is also included in the scope of this line item.
12. **Concrete Cores of the Existing Box Culvert.** Along the length of the existing box culvert from Kostoryz Road to Weber Road, perform concrete cores of the top and sides at seven (7) locations – a total of 21 cores. Perform compressive strength tests of the cores to verify current concrete strengths. The results of the strength tests will be utilized in the above Evaluation of the Existing Box Culvert. Traffic control and confined space certification, equipment and personnel are required to perform this work and are included in the scope of services of this line item. If the Record Drawings indicate that the existing box culverts are composed of pre-cast, traffic rated box culverts, this work may not be required.
13. **Design Repairs to the Existing Box Culvert.** RVE will design cleaning and repair methods for the existing box culvert as recommended in the Evaluation Report and include in the Project construction plans.
14. **Design Removal and Replacement of the Existing Box Culvert.** If it is determined during the evaluation phase that the existing box culverts are not traffic-rated, RVE can design the removal of the existing box culvert and replacement with a pre-cast, traffic-rated box culvert and include in the Project construction plans. If these services are determined as necessary, a Contract Amendment for additional fees will be required for this work.
15. **Geotechnical Investigations and Recommendations.** Perform pavement cores and borings at approximately 500' intervals in the travel lanes in each direction (22 locations) using proper traffic control measures and devices. Analyze cores and borings to determine thickness of existing paving constituents and determine properties of native subgrade soils. Observe and document groundwater readings. Prepare a geotechnical report to be attached to the ELR including boring logs, discussion of the engineering properties of the subsurface materials encountered, trench excavation design parameters, utility trench recommendations and pavement recommendations.

16. **Traffic Analysis and Modeling.** Review traffic data provided by the City. Conduct a field review of the existing roadways within the study area to note and verify lane configurations, speeds, roadway geometrics and to observe existing traffic operations and operational problems. Develop a traffic model and determine the appropriate street section (i.e. number of lanes).
17. **Signal Design Modifications at Carroll Lane.** Conduct field review of the intersection to note and verify existing traffic signal equipment, intersection geometrics, physical constraints, power connection, utility placement and other details necessary for signal plan preparation. Coordinate with City to obtain signal improvement requirements. Prepare construction drawings and specifications for signal improvements. Provide Bid and Construction Phase services as described above in Basic Services Items 3 & 4 related to signal improvements.
18. **Signal Design Modifications at Kostoryz Road.** Conduct field review of the intersection to note and verify existing traffic signal equipment, intersection geometrics, physical constraints, power connection, utility placement and other details necessary for signal plan preparation. Coordinate with City to obtain signal improvement requirements. Prepare construction drawings and specifications for signal improvements. Provide Bid and Construction Phase services as described above in Basic Services Items 3 & 4 related to signal improvements.
19. **18 Months of Bi-Weekly Construction Progress Meetings.** In addition to the services provided under Basic Services Item 4 – Construction Administration, the RVE design engineer will attend bi-weekly Construction Progress Meetings with City Construction Inspection personnel throughout the 18-month duration of construction and prepare meeting minutes for each meeting.
20. **Additional Six (6) Months of Construction Administration Services & Progress Meetings.** Allowance for an additional six (6) months of Construction Administration Services as described above in Basic Services Item 4 plus attendance at bi-weekly Construction Progress Meetings and preparation of meeting minutes.
21. **Phase 1 Environmental Assessment.** RVE will perform a Phase 1 Environmental Assessment of the project area (i.e. Gollihar Road from Kostoryz Road to Weber Road) to identify any past or current environmental concerns. The results of the assessment will be included in the ELR.
22. **Value Engineering Proposal Review.** RVE will review, evaluate and recommend for City consideration Contractor Value Engineering Proposals submitted by the Contractor. Value Engineering Proposals must be complete, containing all required information necessary for a comprehensive review, and must be signed and sealed by a Licensed Professional Engineer in the State of Texas in order to be accepted for review. Engineering services under this item will be invoiced to the City on a Time and Materials basis.

Provide the services above authorized in addition to those items shown on Exhibit "A-1" Task List, which provides supplemental description to Exhibit "A". Note: The Exhibit "A-1" Task List does not supersede-supplements Exhibit "A".

II. SCHEDULE

Date	Activity
January 27, 2014	City-Provided Traffic Impact Assessment
Begin Preliminary Phase	Upon receipt of NTP (≈ March 2014)
Submit Draft ELR	3 Months after receipt of NTP (≈ End May 2014)
City Review	1 Month
Submit Final ELR	1 Month after receipt of Draft ELR comments from City (≈ end July 2014)
Submit 60% Design	6 Months after receipt of NTP from City (≈ Mid August 2014)
City Review	6 Weeks
Submit 100% Design	2 Months after receipt of 60% comments from City (≈ End November 2014)
City Review	1 Month
Submit Sealed Plans & Docs	3 Weeks after receipt of comments from City (≈ End January 2015)
Advertise for Bids	2 Weeks after Sealed Submittal
Pre-Bid Conference	2 Weeks after Advertisement
Receive Bids	4 Weeks after Advertisement
Contract Award	4 Weeks after receipt of Bids
Begin Construction	4 Weeks after Award of Contract (≈ May 2015)
Complete Construction	Approximately 18 Months after Begin Construction (≈ October 2016)

III. FEES

- A. **Fee for Basic Services.** The City will pay the A/E a fixed fee for providing for all "Basic Services" authorized as per the table below. The fees for Basic Services will not exceed those identified and will be full and total compensation for all services outlined in Section I.A.1-4 above, and for all expenses incurred in performing these services. **The fee for this project is subject to the availability of funds. The Engineer may be directed to suspend work pending receipt and appropriation of funds.** For services provided in Section I.A.1-4, A/E will submit monthly statements for basic services rendered. ~~In Section I.A.1-3, The statements will be based upon A/E's estimate (and with City's concurrence) of the proportion of the total services actually completed at the time of billing. For services provided in Section I.A.4, the statement will be based upon the percent of completion of the construction contract.~~ City will make prompt monthly payments in response to A/E's monthly statements.
- B. **Fee for Additional Services.** For services authorized by the Director of Engineering Services under Section I.B. "Additional Services," the City will pay the A/E a not-to-exceed fee as per the table below:

Summary of Fees

	Original Contract					Total
	Street	Wastewater	Storm Water	Water	Gas	
Basic Services Fees						
1. Preliminary Phase	\$ 44,681.10	\$ 6,570.75	\$ 73,592.40	\$ 5,256.60	\$ 1,314.15	\$ 131,415.00
2. Design Phase	\$293,933.40	\$ 43,225.50	\$ 484,125.60	\$34,580.40	\$ 8,645.10	\$ 864,510.00
3. Bid Phase	\$ 11,883.00	\$ 1,747.50	\$ 19,572.00	\$ 1,398.00	\$ 349.50	\$ 34,950.00
4. Construction Phase	\$ 67,371.00	\$ 9,907.50	\$ 110,964.00	\$ 7,926.00	\$ 1,981.50	\$ 198,150.00
Subtotal Basic Services Fees	\$417,868.50	\$ 61,451.25	\$ 688,254.00	\$49,161.00	\$12,290.25	\$1,229,025.00
Additional Services Fees (Allowance)						
1. Permitting: TDLR (Authorized)	\$ 3,105.00					\$ 3,105.00
2. Right-of-Way (ROW) Acquisition Survey	\$ 6,800.00	\$ 1,000.00	\$ 11,200.00	\$ 800.00	\$ 200.00	\$ 20,000.00
3. Topographic Survey & ROW Verification (Authorized)	\$ 37,614.20	\$ 5,531.50	\$ 61,952.80	\$ 4,425.20	\$ 1,106.30	\$ 110,630.00
4. Environmental Issues (Hazardous Materials Encountered During Construction)	\$ 1,700.00	\$ 250.00	\$ 2,800.00	\$ 200.00	\$ 50.00	\$ 5,000.00
5. Subsurface Utility Engineering (SUE) (Authorized)	\$ 16,105.80	\$ 2,368.50	\$ 26,527.20	\$ 1,894.80	\$ 473.70	\$ 47,370.00
6. Public Meetings & Committee Presentations (4 Meetings Total) (Authorized)	\$ 8,806.00	\$ 1,295.00	\$ 14,504.00	\$ 1,036.00	\$ 259.00	\$ 25,900.00
7. Construction Observation Services						TBD
8. Warranty Phase	\$ 1,173.00	\$ 172.50	\$ 1,932.00	\$ 138.00	\$ 34.50	\$ 3,450.00
9. Drainage Analysis of Gollihar Drainage Basin (Authorized)			\$ 68,700.00			\$ 68,700.00
10. Drainage Topographic Survey (Authorized)			\$ 63,660.00			\$ 63,660.00
11. Evaluation of Existing Box Culvert (Authorized)			\$ 91,495.00			\$ 91,495.00
12. Concrete Cores of Existing Box Culvert (Authorized)			\$ 44,971.00			\$ 44,971.00
13. Design Repairs to the Existing Box Culvert (Authorized)			\$ 25,000.00			\$ 25,000.00
14. Design Removal & Replacement of the Existing Box Culvert						TBD
15. Geotechnical Investigations and Recommendations (Authorized)	\$ 16,253.70	\$ 2,390.25	\$ 26,770.80	\$ 1,912.20	\$ 478.05	\$ 47,805.00
16. Traffic Analysis & Modeling	\$ 32,700.00					\$ 32,700.00
17. Signal Design Modifications at Carroll Lane	\$ 30,225.00					\$ 30,225.00

18. Signal Design Modifications at Kostoryz Road	\$ 30,225.00					\$ 30,225.00
19. Construction Progress Meetings (18 Months)	\$ 16,156.80	\$ 2,376.00	\$ 26,611.20	\$ 1,900.80	\$ 475.20	\$ 47,520.00
20. Additional 6-Months of Construction Administration Services & Progress Mtgs.	\$ 19,665.60	\$ 2,892.00	\$ 32,390.40	\$ 2,313.60	\$ 578.40	\$ 57,840.00
21. Phase 1 Environmental Assessment of Project Area	\$ 3,400.00	\$ 500.00	\$ 5,600.00	\$ 400.00	\$ 100.00	\$ 10,000.00
22. Value Engineering Proposal Review	\$ 5,100.00	\$ 750.00	\$ 8,400.00	\$ 600.00	\$ 150.00	\$ 15,000.00
Sub-Total Additional Services Fees	\$229,030.10	\$ 19,525.75	\$ 512,514.40	\$15,620.60	\$ 3,905.15	\$ 780,596.00
Total Authorized Fee	\$646,898.60	\$ 80,977.00	\$1,200,768.40	\$64,781.60	\$16,195.40	\$2,009,621.00

EXHIBIT A-1

**CITY OF CORPUS CHRISTI, TEXAS
Gollihar Road Improvements
Kostoryz Road to Weber Road (2014 Bond Issue)
Project No(s) E13088 & E13089**

TASK LIST

GENERAL

The **Gollihar Road Improvements Project** involves removal of the existing 5-lane roadway, curb and gutter, curb ramps and sidewalks from Kostoryz Road to Weber Road and replacement with a new 5-lane roadway (3-lane if warranted by traffic analysis) with in-street bike lanes and 5'-wide concrete sidewalks on each side of the street; traffic signal improvements at Carroll Lane and Kostoryz road; removal and replacement of the stormwater laterals and inlets; cleaning and repair of existing storm sewer box culvert, or removal and replacement of existing box culverts, if deemed not traffic-rated; installation of additional storm sewer box culvert; removal of non-PVC water laterals and replacement with PVC water laterals; and removal of VCP wastewater lines and existing wastewater manholes and replacement with PVC wastewater lines and new fiberglass manholes. The estimated construction cost for the project is \$5,644,000 (street) + \$10,859,000 (utilities) = \$16,503,000.

Exhibit "A", I. A. - BASIC SERVICES

Preliminary Phase

Provide Preliminary Phase Services in accordance with Exhibit 'A' of the Contract for Professional Services with the following condition:

Exhibit "A", I. A. 1 - Clarification

RVE will submit all Contract deliverables to the City, only, in accordance with the Contract requirements. The City will distribute deliverables to AGCM at its discretion and coordinate with AGCM to receive comments. The City will incorporate any comments received from AGCM deemed appropriate into the City's comments for discussion at the appropriate meeting. To prevent miscommunications during the Preliminary Phase, RVE's point of contact for Project decisions will be the City's Project Manager.

Design Phase

Provide Design Phase Services in accordance with Exhibit 'A' of the Contract for Professional Services with the following conditions:

Exhibit "A", I. A. 2 - Clarification

RVE will submit all Contract deliverables to the City, only, in accordance with the Contract requirements. The City will distribute deliverables to AGCM at its discretion and coordinate with AGCM to receive comments. The City will incorporate any comments received from AGCM deemed appropriate into the City's comments for discussion at the appropriate meeting. To prevent miscommunications during the Design Phase, RVE's point of contact for Project decisions will be the City's Project Manager.

Exhibit "A", I. A. 2. d) - Clarifications

1. The design of temporary traffic control measures shall consist of the preparation of Advanced Warning Signage Plans and inclusion of typical examples of traffic control measures for certain situations. The design of specific traffic control measures for the entire project is not included in the scope of work of this Contract. The Contractor is responsible for the preparation and approval of specific traffic control plan(s) that coincide with his approach to constructing the project – subject to the Project phasing stipulated in the construction documents - and may incorporate the typical examples provided in the construction plans.
2. The design of storm sewer infrastructure improvements as part of Basic Services shall be limited to the removal and replacement of existing curb inlets and storm sewer laterals and the construction of additional box culverts alongside the existing box culvert within the Project area – Gollihar Road from Kostoryz Road to Weber Road. Should it be determined during the investigation of the existing box culvert that the existing box culvert is not traffic-rated and must be removed and replaced with a traffic-rated box culvert, the design services associated with the box culvert removal and replacement will be provided under Additional Services Item 14. Design of offsite storm sewer improvements is not included in the scope of this Contract.
3. This contract covers the design of two (2) City projects: E13088 and E13089. Under the scope of work of this Contract, RVE will combine the two (2) City projects into one (1) set of construction plans and contract documents to be bid as one (1) project. Within the one (1) set of construction documents, RVE will divide the Project into parts (Part 1: E13089 and Part 2: E13088) for separate accounting of City funds.

Bid Phase

Provide Bid Phase Services in accordance with Exhibit 'A' of the Contract for Professional Services.

Construction Phase

Provide Construction Phase Services in accordance with Exhibit 'A' of the Contract for Professional Services.

Exhibit "A", I. B. - ADDITIONAL SERVICES (Subject to Authorization)

1. Permitting

- **TDLR Registration:** Submit construction plans and specifications to a Registered ADA Specialist (RAS) for review and approval and registration with the TDLR; Provide coordination efforts, as necessary.

2. ROW Acquisition Survey

Services will be provided in accordance with Exhibit 'A' of the Contract for Professional Services.

3. Topographic Survey & ROW Verification

Services will be provided in accordance with Exhibit 'A' of the Contract for Professional Services.

4. Environmental Issues

Services will be provided in accordance with Exhibit 'A' of the Contract for Professional Services.

5. Subsurface Utility Engineering (S.U.E.)

Services will be provided in accordance with Exhibit 'A' of the Contract for Professional Services. The City will provide RVE with an approved site for the disposal of the S.U.E. waste material.

6. Public Involvement & Presentation to the Bicycle and Pedestrian Subcommittee and the Transportation Advisory Committee (TAC) (4 Meetings Total)

Services will be provided in accordance with Exhibit 'A' of the Contract for Professional Services.

7. Construction Observation Services

To be determined at a later date. Services are not included in the scope

of this Contract.

8. Warranty Phase Services

Services will be provided in accordance with Exhibit 'A' of the Contract for Professional Services.

9. Drainage Analysis of Gollihar Drainage Basin and Existing Storm Infrastructure

Services will be provided in accordance with Exhibit 'A' of the Contract for Professional Services.

10. Topographic Survey to Accompany Drainage Analysis

Services will be provided in accordance with Exhibit 'A' of the Contract for Professional Services.

11. Evaluation of Existing Box Culvert

Services will be provided in accordance with Exhibit 'A' of the Contract for Professional Services.

12. Concrete Cores of the Existing Box Culvert

Services will be provided in accordance with Exhibit 'A' of the Contract for Professional Services.

13. Design Repairs to the Existing Box Culvert

Services will be provided in accordance with Exhibit 'A' of the Contract for Professional Services.

14. Design Removal and Replacement of the Existing Box Culvert

To be determined at a later date, if required. Services are not included in the scope of this Contract.

15. Geotechnical Investigations and Recommendations

Services will be provided in accordance with Exhibit 'A' of the Contract for Professional Services.

16. Traffic Analysis and Modeling

Services will be provided in accordance with Exhibit 'A' of the Contract for Professional Services.

17. Signal Design Modifications at Carroll Lane
Services will be provided in accordance with Exhibit 'A' of the Contract for Professional Services.
18. Signal Design Modifications at Kostoryz Road
Services will be provided in accordance with Exhibit 'A' of the Contract for Professional Services.
19. 18 Months of Bi-Weekly Construction Progress Meetings
Services will be provided in accordance with Exhibit 'A' of the Contract for Professional Services.
20. Additional Six (6) Months Construction Administration Services & Progress Meetings
Services will be provided in accordance with Exhibit 'A' of the Contract for Professional Services. The engineering fee associated with this Additional Service Line Item is based upon an estimated \$9,640 per month expenditure for Construction Administration services.
21. Phase 1 Environmental Assessment of the Project Area
Services will be provided in accordance with Exhibit 'A' of the Contract for Professional Services.
22. Value Engineering Proposal Review
Services will be provided in accordance with Exhibit 'A' of the Contract for Professional Services.

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
30-Day Written Notice of Cancellation, non-renewal or material change required on all certificates	Bodily Injury & Property Damage
COMMERCIAL GENERAL LIABILITY including: 1. Broad Form 2. Premises -Operations 3. Products/ Completed Operations 4. Contractual Liability 5. Independent Contractors	\$1,000,000 COMBINED SINGLE LIMIT
AUTOMOBILE LIABILITY to included 1. Owned vehicles 2. Hired -Non-owned vehicles	\$1,000,000 COMBINED SINGLE LIMIT
PROFESSIONAL LIABILITY including: Coverage provided shall cover all employees, officers, directors and agents 1. 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 an insured
WORKERS' COMPENSATION	Which Complies with the Texas Workers Compensation Act
EMPLOYERS' LIABILITY	500,000/500,000/500,000

- 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.

This INDEMNIFICATION AND HOLD HARMLESS is waived for 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 design or construction of bicycle lanes within the roadways.

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%



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: RVE, Inc.

P. O. BOX: _____

STREET ADDRESS: 820 Buffalo Street CITY: Corpus Christi ZIP: 78401

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>	_____
_____	_____
_____	_____

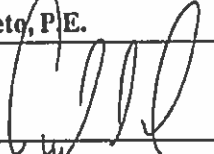
FILING REQUIREMENTS

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: Patrick D. Veteto, P.E. Title: President
(Type or Print)

Signature of Certifying Person:  Date: 01-18-13

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.