

**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 **KLEINFELDER**, a Texas corporation, 5002 Ambassador Row, Corpus Christi, Texas 78416, (Architect/Engineer – A/E), hereby agree as follows:

1. SCOPE OF PROJECT (Cefe Valenzuela Landfill Pavement/Roadway Life Cycle Replacement)(Project No. 5232)

Internal Roadways and pavement located at the Cefe Valenzuela Landfill require periodic replacement due to the life cycle of the roadways and deterioration caused by heavy truck traffic. Recommended work is necessary to allow continued access to the facility. Additionally, post closure monitoring and mulching operations require construction of additional internally roadways.

2. SCOPE OF SERVICES

The A/E hereby agrees, at its own expense, to perform design services necessary to review and prepare plans, specifications, and bid and contract documents. In addition, A/E will provide monthly status updates (project progress or delays, gantt charts presented with monthly invoices) and provide contract administration services, as described in **Exhibit "A" and "A-1"**, to complete the Project. Work will not begin on Additional Services until requested by the A/E (provide breakdown of costs, schedules), and written authorization is provided by the 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 total fee not to exceed \$290,029.00, (Two Hundred Ninety Thousand Twenty Nine Dollars and Zero Cents). Monthly invoices will be submitted in accordance with Exhibit "C".

6. TERMINATION OF CONTRACT

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

7. LOCAL PARTICIPATION

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

8. ASSIGNABILITY

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

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

9. OWNERSHIP OF DOCUMENTS

All documents including contract documents (plans and specifications), record drawings, contractor's field data, and submittal data will be the sole property of the City, may not be used again by the A/E without the express written consent of the 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

Oscar R. Martinez, Date
Assistant City Manager

KLEINFELDER

Emad Al-Turk for 11-27-12

Emad Al-Turk, P.E. Date
Vice President
5002 Ambassador Row
Corpus Christi, TX 78416
(361) 854-4774 Office
(361) 854-4924 Fax

RECOMMENDED

Dose 12/13/12

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

Armando Chapa 12.12.2012

Operating Department Date

APPROVED AS TO FORM

Office of Management Date
and Budget

ATTEST

Armando Chapa, City Secretary

Project Number: 5232
Funding Source: 550950-3365-00000-140329
Fund Name: Sanitary Landfill 2008 CIP
Encumbrance Number: _____

ENTERED *Armando Chapa*

NOV 21 2012

CONTRACT MANAGERS



October 5, 2012
Proposal No. 129062

Mr. Dan Biles
City Engineer
1201 Leopard Street
P.O. Box 9277
Corpus Christi, Texas 78469-9277

**Subject: Proposal for Cefe F. Valenzuela Landfill Road Improvements
(City of Corpus Christi Project Number 5233)
Nueces County, Texas**

Dear Mr. Biles:

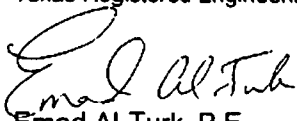
Kleinfelder is pleased to submit this revised proposal to the City of Corpus Christi for the above referenced projects based on the comments received in our meeting with Mr. Lawrence Mikolajczyk and Mr. Riaz Ahmed on September 27, 2012. Please find attached the following documents for your review and consideration:

1. Exhibit A
2. Exhibit "A-1"
3. Budget Summary Spreadsheet

We appreciate the opportunity to provide you with this Proposal. If you have any questions, please contact us. We are ready to begin work and look forward to providing you with our services.

Sincerely,

KLEINFELDER CENTRAL, INC.
Texas Registered Engineering Firm F-5592


Emad Al-Turk, P.E.
Vice President


Jerry Lipstreu
Client Account Manager

*Approved
4/3
10/5/12*

Attachments: Exhibit A
Exhibit A-1
Budget Summary Spreadsheet

cc: Mr. Lawrence Mikolajczyk, Director of Solid Waste Operations
City of Corpus Christi
Mr. Riaz Ahmed, Project Manager
City of Corpus Christi

EXHIBIT A
CITY OF CORPUS CHRISTI, TEXAS
CEFE F. VALENZUELA ROAD IMPROVEMENTS ANALYSIS
CORPUS CHRISTI PROJECT NUMBER 5233

PROJECT UNDERSTANDING

The Cefe Valenzuela Landfill access road is located on County Road 20, approximately 3,100 feet west of the intersection with FM 2444. The access road is approximately 9,600 feet in length and extends from County Road 20 to the landfill operations area. Since the landfill opened in 2007, the landfill access roadways and the section of County Road 20 have experienced a substantial increase in commercial traffic, with some recorded accidents. The roadway pavements are currently experiencing significant pavement distress and are considered past the original design life.

The Engineering Design for the reconstruction of the Cefe Valenzuela Landfill access road (approximately 9,600 lf) and County Road 20 from FM 2444 to the landfill access road entrance (approximately 3,100 lf) will be based on 30 years design life. The traffic projections will be based on actual 2011 traffic volume with a 3 % annual increase over the 30 years design life. The design will also reflect increased truck traffic and truck weights for short periods of time that may result from an emergency or disaster.

1. SCOPE OF SERVICES

A. Basic Services.

1. Preliminary Phase. The Architect/Engineer-A/E will:

It is the intent of the Preliminary Phase to provide a study and report of project scope with economic and technical evaluation of alternatives, and upon approval, proceed in a design memorandum which includes Preliminary designs, drawings, and written description of the project. This report shall include:

- a. ~~Provide scope of soil investigations, borings, and laboratory testing. (The City Engineering Services Department will provide necessary soil investigation and testing under one or more separate contracts).~~
- b. Confer with the City staff regarding the design parameters of the Project. The Engineer will participate in a minimum of (1) formal meetings with City staff, provide agenda and purpose for each formal meeting; document and distribute meeting minutes and meeting report within seven (7) working days of the meeting. The A/E will participate in discussions with the operating department and other agencies (such as the Texas

Department of Transportation (TxDOT) and Texas Commission of Environmental Quality (TCEQ)) as required to satisfactorily complete the Project.

- c. Submit one (1) copy in an approved electronic format, and ten (10) paper copies of the Design Memorandum (or Engineering Report), with executive summary, opinion of probable construction costs ~~with life cycle analysis~~, defined technical evaluations of identified feasible alternatives, and review with City staff to produce an acceptable format which contains common municipal elements. Design Memorandum will include the following (with **CONSTRUCTABILITY** being a major element in all the following items):
- 1) Review of the Project with the respective Operating Department(s) and discussions including clarification and definition of intent and execution of the Project; The A/E will meet with City staff to collect data, discuss materials and methods of construction, and identify design and construction requirements.
 - 2) Review and investigation of available records, archives, and pertinent data related to the Project including taking photographs of the Project site, list of potential problems and possible conflicts, intent of design, and improvements required, and conformance to relevant Master Plan(s).
 - 3) Identify results of site field investigation including site findings, existing conditions, potential right of way/easements, and probable Project design solutions; (which are common to municipalities).
 - 4) Provide a presentation of pertinent factors, sketches, designs, cross-sections, and parameters which will or may impact the design, including engineering design basis, preliminary layout sketches, identification of needed additional services, preliminary details of construction of critical elements, identification of needed permits, identification of specifications to be used, identification of quality and quantity of materials of construction, and other factors required for a professional design (CONSTRUCTABILITY).
 - 5) ~~Advise of environmental site evaluations and archeology reports that are needed for the Project (Environmental issues and archeological services to be an Additional Service).~~
 - 6) ~~Identify and analyze requirements of governmental authorities having jurisdiction to approve design of the Project and permitting, environmental, historical, construction, and geotechnical issues; and meet with pertinent authorities.~~

- 7) Confer, discuss, and meet with City operating department(s) and Engineering Services staff to produce a cohesive, well-defined proposed scope of design, probable cost estimates(s) and design alternatives.
- 8) Provide a letter stating that the A/E and Sub-consultant Engineers have checked and reviewed the design memorandum prior to submission.
- 9) Provide an analysis on project impacts towards "re-engineering" and effects on cost savings toward City operations, which this project will affect.

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

- a. Record drawings, record information of existing facilities, and utilities (as available from City Engineering files).
 - b. The preliminary budget, specifying the funds available for construction;
 - c. Aerial photography for the Project area.
 - d. Through separate contract, related GIS mapping for existing facilities.
 - e. A copy of existing studies and plans. (as available from City Engineering files).
 - f. Field location of existing city utilities. (A/E to coordinate with City Operating Department).
 - g. ~~Provide applicable Master Plans.~~
2. Design Phase. Upon approval of the preliminary phase, designated by receiving authorization to proceed, the A/E will:
- a. Study, verify, and implement design memorandum recommendations including construction sequencing, connections to the existing facilities, and restoration of property and incorporate these plans into the construction plans. Development of the construction sequencing will be coordinated with the City Operating Department(s) and Engineering Services staff.
 - b. Prepare ~~one or multiple~~ (one) sets of Construction Bid and Contract Documents in City format (using City Standards as applicable), including Contract agreement forms, general conditions and supplemental conditions, notice to bidders, instruction to bidders, insurance, bond requirements, and preparation of other contract and bid related items; specifications and drawings to fix and describe, for one bid or for multiple bids, the size and character of the entire Project; description of materials to be utilized; and such other essentials as may be necessary for construction and cost analysis.

- c. Provide assistance 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).
- d. Prepare final quantities and estimates of probable costs and probable construction schedule;
- e. Furnish one (1) copy of the interim plans (plans only-identify needed specifications) 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 utilities including City and all other affected entities. **Required** with the interim plans is a "Plan Executive Summary" which will identify and summarize the project by distinguishing key elements such as:
 - Pipe Size or Building Size
 - Pipe Material, etc.
 - Why one material is selected over another
 - Pluses of selections
 - ROW requirements and why
 - Permit requirements and why
 - Easement requirements and why
 - Embedment type and why
 - Constructability, etc.
 - Specific requirements of the City
 - Standard specifications
 - Non-standard specifications
 - Any unique requirements
 - Cost, alternatives, etc.
 - Owner permit requirements and status
- f. Assimilate all review comments, modifications, additions/deletions and proceed to next phase, upon Notice to Proceed.
- g. **(If required)** Provide 1 copy of pre-final plans and bid documents to the City staff for review and approval purposes with revised estimates of probable costs. Compile comments and incorporate any requirements into the plans and specifications, and advise City of responding and non-responding participants.

- h. Provide Quality Assurance/Quality Control (QA/QC) measures to ensure that submittal 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 staff. **The Consultant A/E and Sub-consultant A/E shall submit a letter declaring that all engineering disciplines of all phases of the submittals have been checked, reviewed, and are complete prior to submission, and include signature of all disciplines including but not limited to structural, civil, mechanical, electrical, etc.**
- i. If required, provide traffic controls including a Traffic Control Plan, illumination, markings and striping, signalization, and as delineated by the City Traffic Engineering Department.
- j. Upon approval by the Director of Engineering Services, provide one (1) set (hard copy and electronic) of final plans and contract documents suitable for reproduction (In City Format) and said bid documents henceforth become the sole property and ownership of the City of Corpus Christi.
- k. 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.
- l. Prepare and submit monthly status reports with action items developed from monthly progress and review meetings.
- m. Provide a Storm Water Pollution Prevention Plan.
- n. Ordinance No. 19663 establishes the Municipal Public Arts Program requiring works of art to be included in certain city vertical construction projects. If it is determined this project is subject to Municipal Public Art Program, the architect/engineer will cooperate during the design process to fulfill the requirements of the ordinance.

The City staff will:

- a. Designate an individual to have responsibility, authority, and control for coordinating activities for the construction contract awarded.
- b. Provide the budget for the Project specifying the funds available for the construction contract.
- c. Provide 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. Participate in the pre-bid conference and provide a recommended agenda for critical construction activities and elements impacted the project.
- b. Assist the City in solicitation of bids by identification of prospective bidders, and review of bids by solicited interests.
- c. 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.
- d. Attend bid opening, analyze bids, evaluate, prepare bid tabulation, and make recommendation concerning award of the contract.
- e. ~~In the event the lowest responsible bidder's bid exceeds the project budget as revised by the Engineering Services in accordance with the A/E's design phase estimate required above, the Engineer will, at its expense, confer with City staff and make such revisions to the bid documents as the City staff deems necessary to re-advertise that particular portion of the Project for bids.~~

The City staff will:

- 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.
4. Construction Phase. 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 impacted the project.
 - b. Review for conformance to contract documents, shop and working drawings, materials and other submittals.
 - c. Review 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 change orders as authorized by the City (coordinate with the City's construction division); provide interpretations and clarifications of the plans and specifications for the contractor and authorize minor changes which do not affect the contractor's price and are not contrary to the general interest of the City under the contract.
- g. Make final inspection with City staff and provide the City with a Certificate of Completion for the project.
- h. ~~As applicable, review and assure compliance with plans and specifications, the preparation of operating and maintenance manuals (by the Contractor) for all equipment installed on this Project. These manuals will be in a "multimedia format" suitable for viewing with Microsoft's Internet Explorer, version 3.0. As a minimum the Introduction, Table of Contents, and Index will be in HTML (HyperText Markup Language) format, with HyperText links to the other parts of the manual. The remainder of the manual can be scanned images or a mixture of scanned images and text. use the common formats for scanned images GIF, TIFF, JPEG, etc.. Confirm before delivery of the manuals that all scanned image formats are compatible with the image viewing software available on the City's computer Imaging for Win95 (Wang) and Microsoft Imaging Composer. Deliver the manuals on a CD-ROM, not on floppy disks.~~
- i. Review construction "red-line" drawings, prepare record drawings of the Project as constructed (from the "red-line" drawings, inspection, and the contractor provided plans) and deliver to the Engineering Services a reproducible set and electronic file (AutoCAD r.14 or later) of the record drawings. All drawings will be CADD drawn using dwg format in AutoCAD, and graphics data will be in dxf format with each layer being provided in a separate file. Attribute data will be provided in ASCII format in tabular form. All electronic data will be compatible with the City GIS system.

The City staff will:

- a. Prepare applications/estimates for payments to contractor.
- b. Conduct the final acceptance inspection with the Engineer.

B. Additional Services (ALLOWANCE)

This section defines the scope (and ALLOWANCE) for compensation for additional services that may be included as part of this contract, but the A/E will not begin work on this section without specific written approval 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 will, with written authorization by the Director of Engineering Services, do the following:

1. **Permitting.** 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 all permits as **applicable** to the appropriate local, state, and federal authorities, including, but not limited to:
 - a. ~~Union Pacific Railroad, Missouri Pacific Railroad, or any other railroad operating in the area~~
 - b. ~~TxDOT Permits/Amendments~~
 - c. ~~Wetlands Delineation and Permit~~
 - d. ~~Temporary Discharge Permit~~
 - e. ~~NPDES Permit/Amendments~~
 - 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 License and Regulation (TDLR)~~
2. **Right-of-Way (ROW) Acquisition Survey.** The A/E will review existing ROW and easements to ascertain any conflicts and provide field ROW surveys and submit ROW plats and descriptions for the City's use in the acquisition process. All work must comply with Category 1-A, Condition I

specifications of the Texas Society of Professional Surveyors' Manual of Practice for Land Surveying in the State of Texas, Ninth Edition. All work must be tied to and conform with the City's Global Positioning System (GPS) control network and comply with all TxDOT requirements as applicable. A/E Consultant will be required to perform all necessary deed research.

3. **Topographic Survey.** Provide field surveys, as required for design including the necessary control points, coordinates and elevations of points (as required for the aerial mapping of the Project area - aerial photography to be provided by City). Establish base survey controls for line and elevation staking (not detailed setting of lines and grades for specific structures or facilities). All work must be tied to and conform with the City's Global Positioning System (GPS) control network and comply with Category 6, Condition I specifications of the Texas Society of Professional Surveyors' Manual of Practice for Land Surveying in the State of Texas, Ninth Edition. Include reference to a minimum of two (2) found boundary monuments from the project area.

4. **Environmental Issues**

- a. ~~Provide environmental site evaluations and Archeology Reports that are needed for the Project.~~
- b. ~~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. **Construction Observation Services.**

1. Provide a project representative (PR) to provide periodic construction inspection.
 - A. Through such additional observations of Contractor's work in progress and field checks of materials and equipment by the PR and assistants, the A/E shall endeavor to provide further protection for the CITY against defects and deficiencies in the Work.
 - B. The duties and responsibilities of the PR are described as follows:
 1. General: PR will act as directed by and under the supervision of A/E, and will confer with A/E regarding PR's actions. PR's dealings in matters pertaining to the Contractor's work in progress shall in general be with A/E and Contractor, keeping the CITY advised as

necessary.

2. Conference and Meetings: Attend meetings with Contractor, such as pre-construction conferences, progress meetings, job conferences and other project-related meetings as required by the City, and prepare and circulate copies of minutes thereof.
3. Liaison:
 - A. Serve as liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents.
 - B. PR shall communicate with CITY with the knowledge of and under the direction of A/E
4. Interpretation of Contract Documents: Report when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued.
5. Shop Drawings and Samples:
 - A. Receive Samples, which are furnished at the Site by Contractor, and notify of availability of Samples for examination.
 - B. Record date of receipt of Samples and approved Shop Drawings.
 - C. Advise Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which PR believes that the submittal has not been approved.
6. Review of Work and Rejection of Defective Work:
 - A. Conduct on-Site observations of Contractor's work in progress to assist A/E in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - B. Report whenever PR believes that any part of Contractor's work in progress will not produce a completed Project that conforms to the Contract Documents or will prejudice the integrity of the design concept of the completed Project, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise City and A/E of that part of work in progress that PR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 - C. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public agencies having jurisdiction over the Work.
7. Records:

- A. Maintain orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to
 - B. the Contract, A/E's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project related documents.
 - C. Prepare a daily report utilizing approved City format, recording Contractor's hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to A/E and the City.
8. Reports:
- A. Furnish periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
 - B. Report immediately to the CITY and A/E the occurrence of any Site accidents, any Hazardous Environmental Conditions, emergencies, or acts of God endangering the Work, and property damaged by fire or other causes.
 - C. Provide project photo report on CD-ROM at the rate of a minimum of
two photographs per day, including an adequate amount of photograph documentation of utility conflicts.
9. Completion:
- A. Before the issue of Certificate of Completion, submit to Contractor a list of observed items requiring completion or correction.
 - B. Participate in a final inspection in the company of A/E, the CITY, and Contractor and prepare a final list of items to be completed or corrected.
 - C. Observe whether all items on final list have been completed or corrected and make recommendations concerning acceptance and issuance of the Notice of Acceptability of the Work.

6.

~~**Start-up Services.** Provide on-site services and verification for all start-up procedures during actual start-up of major Project components, systems, and related appurtenances if needed and required.~~

7. **Warranty Phase.** Provide a maintenance guaranty inspection toward the end of the one-year period after acceptance of the Project. Note defects requiring contractor action to maintain, repair, fix, restore, patch, or replace improvement under the maintenance guaranty terms of the contract. Document the condition and prepare a report for the City staff of the locations and conditions requiring action, with its recommendation for the method or action to best correct defective conditions and submit to City Staff. Complete the inspection and prepare the report no later than sixty (60) days prior to the end of the maintenance guaranty period.

~~8. **Provide SCADA Documentation.** Provide standardized SCADA documentation, which will include PFDs, P&IDs, loop sheets, logics, SCADA architecture, DCS I/O lists, instrument lists, tie-in lists, piping lists, equipment lists, and instrumentation specification sheets.~~

9. **Geotechnical investigation, borings, and laboratory testing.** Provide necessary soil investigation and testing.

2. SCHEDULE

PROPOSED PROJECT SCHEDULE

DAY	DATE	ACTIVITY
Wednesday	12/5/2012	Begin Preliminary Phase
Monday	1/14/2013	Begin Design Phase
Friday	3/1/2013	Interim Submittal
Friday	3/22/2013	City Review
Friday	4/26/2013	Pre-Final Submittal
Friday	5/17/2013	City Review
Friday	6/14/2013	Final Submittal
Monday	6/24/2013	Advertise for Bids
Tue/Wed/Thu	7/9/10/11/ 2013	Pre-Bid Conference
Wednesday	7/31/2013	Receive Bids
Monday	9/12/2013	Begin Construction
Weekday	3/10/2014	Construction Completion

3. 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. 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 statement will be based upon A/E's estimate (and City 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:

C. Summary of Fees

Fee for Basic Services	
1. Preliminary Phase	\$57,747
2. Design Phase	\$126,545
3. Bid Phase	\$10,669
4. Construction Phase	\$39,703
Subtotal Basic Services Fees	\$234,664
Fee for Additional Services (Allowance)	
1. Permit Preparation (as applicable)	
 — Railroads	
 — TXDOT	
 — Wetlands Delineation and Permit	
 — Temporary Discharge Permit	
 — NPDES Permit/Amendments	
 — TNRCG	
 — Nueces County	
 — Texas Historical Commission	
 — U.S. Fish and Wildlife Service	
 — U.S. Army Corps of Engineers	
 — U.S. Environmental Protection Agency	
 — Texas Department of License and Regulation	
Texas Commission on Environmental Quality	\$8,521
Total Permitting	
2. ROW Acquisition Survey	\$14,194
3. Topographic Survey (AUTHORIZED)	\$19,860
4. Environmental Issues	0
5. Construction Observation Services	TBD
6. Start-up Services	0
7. Warranty Phase	\$3,660
8. Provide SCADA Documentation	0
9. Geotechnical Investigation and Testing	\$9,130
Sub-Total Additional Services Fees Authorized	\$55,365
Total Authorized Fee	\$290,029

**CITY OF CORPUS CHRISTI, TEXAS
CEFE F. VALENZUELA ROAD IMPROVEMENTS
CORPUS CHRISTI PROJECT NUMBER 5233**

EXHIBIT "A-1"

SCOPE OF WORK

A. Basic Services

1. Preliminary Engineering

Task 1: Project Initiation and Data Collection

Attend one kick off meeting with the Client. Compile and review available City and County documents related to the landfill access road and CR 20 such as as-built plans, topographic surveys, right-of-way location on CR 20 and CR 57, subsurface explorations, and utility installations. Kleinfelder will request this information during the project information meetings with the City, County and TXDOT. The City has provided electronic CAD versions of the as-built plans or original design plans for use during the conceptual design of alignments. Under this task Keinfelder will utilize existing published information and mapping in preparing the alignment study for road improvement analysis.

Task 2: Subsurface Investigation and Testing (Additional Services)

Task 3: Pavement Design

1. Prepare an AASHTO pavement design for the Cefe Valenzuela Landfill Access Road with the following parameters.
 - a. The Pavement Design will be based on a 30 year design life.
 - b. Update the ESAL's based on traffic data provided by the City (64,658 loads into the landfill in 2011).
 - c. Evaluate alternatives for recycling the existing pavement or other green alternatives.
 - d. Incorporate increased truck traffic and truck weights for short durations that may result from an emergency/disaster. Determine the overall reduction in pavement design life as a result of increase truck volumes and weights for an assumed number of emergency events throughout the 30 year period.
 - e. Determine the new pavement section that is required to provide a 30 year design life which includes the increased truck volumes and weights for an assumed number of events throughout the 30 year period.

- f. Review the Cefe F. Valenzuela Landfill Pavement Study prepared by Kleinfelder in July 2011
 - g. Review original pavement design study prepared as part of the Cefe F. Valenzuela Landfill permit document.
2. Prepare an AASHTO pavement design for the section of County Road 20.
 - a. Based on traffic data provided by the City for CR 20, determine the ESAL's
 - b. The new pavement design will be based on a 30 year design life.
 - c. Evaluate alternatives for recycling the existing pavement or other green alternatives.
 - d. Incorporate increased truck traffic and truck weights for short periods of time that may result from an emergency/disaster. Determine the overall reduction in pavement design life as a result of increase truck volumes and weights for an assumed number of events throughout the 30 year period.
 - e. Determine the new pavement section that is required to provide a 30 year design life which includes the increased truck volumes and weights.
3. Prepare an AASHTO pavement design for Temporary Pavement.
 - a. Based on traffic data provided by the City, determine the ESAL's
 - b. The new pavement design will be based on a 2 year design life.
 - c. Determine the pavement section that is required to provide a 2 year design life for temporary pavement to be used during construction.
4. Prepare an engineering analysis and evaluation of the field and laboratory data performed for the geotechnical investigation and pavement design efforts of the project, based on available project concepts. Information to be provided in the report includes the following items.
 - a. Description of the field exploration and laboratory testing
 - b. Summary of laboratory test results
 - c. Discussion of subsurface soil and groundwater conditions
 - d. General discussion of the site geology
 - e. Recommendations for preparation of the pavement subgrade
 - f. Recommendations for pavement thickness based on AASHTO 1997
 - g. Earthwork recommendations, including backfill requirements
 - h. Plan of borings to scale illustrating the approximate location of each boring
 - i. A log of each boring indicating the boring number, depth of each stratum, soil classification and description, and groundwater information
 - j. One bound copy and one electronic copy of the report

Task 4: Roadway Design Considerations

1. Review the accident reports provided by the City. Evaluate high accident locations and corresponding roadway geometric deficiencies at these locations.
2. For the landfill access road, provide written recommendations for improvement to the horizontal and vertical alignments, as well as the roadway cross section (roadway cross slope, pavement widths) with consideration to high accident locations, acceptable roadway geometrics based on AASHTO A Policy on Geometric Design of Highways and Streets, construction sequencing and maintenance of traffic during construction, pavement design recommendations, heavy truck traffic, operating versus design speed, and impacts to overhead and underground utilities. Evaluate and recommend traffic calming measures on the access road to control operating speed.
3. For CR 20, provide written recommendations for improvement to the vertical alignment, as well as the roadway cross section (roadway cross slope, pavement widths), acceptable roadway geometrics based on AASHTO A Policy on Geometric Design of Highways and Streets, right-of-way considerations, construction sequencing and maintenance of traffic during construction, pavement design recommendations, design speed, and impacts to overhead and underground utilities.
4. Evaluate and recommend alternatives for construction sequencing and maintenance of traffic so that landfill operations will not be impacted. Alternatives may include temporary roadway widening to maintain two lanes on traffic on or near the existing alignment, new alignment and abandonment of the existing roadway, temporary access routes to provide full access to the landfill, temporary access routes to provide one way access to/from the landfill.
5. Identify, evaluate and recommend alternatives for improving stormwater management and roadway drainage deficiencies that lead to roadway flooding, poor surface drainage (hydroplaning) or undersized conveyance swales.

Task 5: Conceptual Opinion of Probable Construction Costs

Develop conceptual opinion of probable construction cost based on major item quantities. Unit costs will be based on historical data from past City bid tabulations provided by the City. The purpose of the conceptual opinion of probable construction cost is for budget planning purposes, not for bid or construction.

Task 6: Basis of Engineering Design Report

Prepare the Basis of Engineering Design report presenting the methodology, findings and recommendations for the project.

Submit one (1) copy in electronic format, and ten (10) hard copies to the City (included in Basic Services), one (1) hard copy to the County, and one (1) hard copy to TXDOT.

Task 7: Meetings

The purpose of the following meetings is to present the project scope, collect available information of past project in the area, and solicit input in the planning process for subsequent design phases. Prepare agenda, document and distribute meeting minutes.

- One (1) project information meeting with the City of Corpus Christi – Engineering, Streets Operation and Solid Waste
- One (1) project information meeting with TCEQ District 14, Corpus Christi
- One (1) project information meeting with the County of Nueces
- One (1) project information meeting with Texas DOT Corpus Christi District

2. Design Engineering

Upon selection of the preferred roadway alignment alternative(s), and approval by the City to proceed, Kleinfelder will perform the following.

Task 1: Survey and Controls (Additional Services)

Task 2: Design and Construction Plan Production

2.1 Field Reconnaissance

Perform one site visit to observe the general site conditions: traffic patterns, above ground utilities, trees and other natural resources, fences, walls and other landscape features, and other relevant features. We will perform a field review of the survey information provided.

2.2 Roadway Alignment and Geometry

Develop horizontal and vertical alignment geometry for the proposed roadways for the preferred alignment and proposed roadway cross section. Roadway geometry shall be based on AASHTO and Texas DOT design standards. It is expected that the reconstruction of CR 20 will be on the existing horizontal alignment with minor improvement to the vertical geometry to improve roadway drainage.

The engineering design shall take into consideration all factors affecting the cost of the construction, such as foundation problems, earthwork quantities, erosion and sedimentation control, water-quality-treatment issues, construction phasing and complexity, utilities affected, environmental, and selection of construction materials.

2.3 Roadway Cross-Sections

Develop roadway cross sections at 50 foot intervals and critical locations. The cross sections will show existing and proposed grades as well as the proposed roadway structure, including notes and dimensions to depict the proposed design.

2.4 Drainage Design

Stormwater analysis and design will be limited to the roadside swales along CR 20 and the access road. The analysis and design of existing or new underground storm drain systems and culvert, including the culvert across CR 20 approximately 300 feet west of the access road intersection, detention and retentions system, are not included in this scope of services. The analysis of pre-construction and post-construction stormwater flows is not included in this scope of services since the area of impervious pavement is expected to have a negligible impact on current stormwater rates of runoff.

Review existing maps, drawings, field surveys and drainage studies to determine existing drainage patterns and develop drainage area boundaries as necessary.

The HydroCAD Stormwater Modelling software, based on SCS TR-20, will be used to analyze and design the roadside swales.

Design appropriate channel linings based on anticipated stormwater volumes and flow velocities.

2.5 Utility Conflict Identification

Identify and document on the plans potential conflicts between existing utilities and the proposed roadway design, including relocation of utility poles, and depth of covers over existing underground utilities. It is the intent of the roadway design to avoid the relocation of utility poles and underground utilities; however, utility pole relocation may be required to accommodate the proposed roadway alignment or maintenance of traffic during construction. Utility Coordination for relocation with utility owners will be performed by the City.

2.6 Erosion and Sediment Control

Prepare Best Management Practices for permanent and temporary erosion and sediment control measures. BMP's shall be per the City standards and details.

2.7 General Contract Plans

The City of Corpus Christi standard plans will be incorporated. This includes the Title Sheet; Estimated Quantities, Abbreviations, and General Notes Sheet.

2.8 Typical Sections

Prepare typical sections of the CR 20 and the landfill access road based on City Standards. Label the location of the roadway crownline, method of banking, guardrail details, pavement structure and pavement structure and material types in accordance with the City's standard nomenclature.

2.9 Construction Plans

Prepare the Construction Plan and Profile Sheets at a scale of 1"= 4 feet vertically and 1"= 40 feet horizontally showing horizontal and vertical alignment and location coordinates based on the survey base plan. The plans will present the existing conditions base plan with the proposed roadway improvements and all items of work clearly identified and labeled as appropriate. Profiles will show existing and proposed grades along the centerline of the roadway, and existing underground utilities (if present).

Roadway signage shall be limited to the removal and replacement of existing signs. Preparation of sign plans is not included in this scope of services.

Design of landscape improvements and landscape details shall be limited to the removal and relocation of existing landscape features. The development and design of landscape plans is not included in this scope of services.

2.10 Traffic Management Plans

Prepare traffic management plans and details that allow for maintenance of traffic during construction. Traffic Management Plans will show the temporary facilities required to maintain traffic (such as temporary roadway widening) and associated construction details including signage and markings. Temporary traffic signals at intersections or for maintaining one-way traffic is not included in this scope of services. The development of detour plans (for road closures during construction) is not included in this scope of services.

2.11 Construction Details

Prepare details of key features not satisfactorily described in the City's standard details. Key details shall include the labeling of key materials in accordance with the standard nomenclature and materials specifications.

2.12 Stormwater Pollution Prevention Plan

Prepare and submit a Stormwater and Pollution Prevention Plan. Revision, updates and implementation shall be the responsibility of the contractor.

2.13 Estimate of Construction Cost

Prepare estimate of probable construction cost based on quantity calculations and historic bid prices for similar projects furnished by the City.

2.14 Quality Control Review

Perform a review of the quality and accuracy of the calculations and documents at the interim, pre-final and final plans and bid documents, prepared in accordance with the City's standard specifications and design guidelines, and general engineering practice.

2.15 Meetings and Liaison

Kleinfelder will attend and participate in two (2) design development meetings with the City. Prepare agenda, and prepare and distribute meeting minutes.

Additional meetings including but not limited to public informational meetings, public hearings, TxDOT, Nueces County meetings, environmental coordination meetings, and utility coordination meeting. Other meetings beyond the design development meetings are not included in this scope of services.

2.16 Contract Plans and Submission

Construction plans and Specifications will be prepared utilizing the City of Corpus Christi standard Agreement forms and conditions. Additional requirements from agencies such as Nueces County Public Works and TxDOT will be incorporated into a single contract document for review, bidding and construction purposes.

- Interim submission of Plans & Specifications (identify needed specifications) for CR 20 Improvements will be provided to Nueces County and TxDOT for Review and comment (Nueces County/TxDOT standards). Three set of documents will be prepared and submitted.
- Interim, Pre-Final and Final Plans & Specifications for Cefe Landfill Haul Road Improvements will be provided to the City of Corpus Christi for review and comment. One set of documents will be prepared and submitted for each submission.

The Construction Plan set will include:

- Title Sheet
- General Notes sheet
- Supplemental General Notes sheet (if needed)
- Quantity Summary Sheet
- Typical Roadway Sections
- Geometric Data
- Construction Plan and Profile Sheets
- Construction Management Plans
- Detail Sheets
- Roadway Cross Sections Sheets

3. Bid Phase

This Scope of Services assumes that the project will be bid once. Should the project or portion of the project need to be re-bid, the effort will be undertaken as an Additional Service.

4. Construction Phase

Construction phase services are based on an assumed 6 month (24 week) construction schedule. Site visits are budgeted at 24 site visits performed by the Senior Engineer at 8 hours per visit; and 12 visits by the Project Manager at 8 hours per visit.

The construction phase services budget is subject to the contractor's production rates and schedule and are beyond the control of the City and Kleinfelder. Should the contractor's schedule required additional labor effort beyond the budget defined herein, such effort shall be considered Additional Services

B. Additional Services

1. Permitting

The Cefe F. Valenzuela Landfill operates under TCEQ Permit No. 2269. Modifications to the design of the permitted facility will be submitted to the TCEQ as required under 30 TOC chapter 305. Because the facility operates under the state permit, it is assumed an application and review by the City Development Services Department will not be required. Additional services under this task include revisions to the Cefe F. Valenzuela Landfill Permit Document with the TCEQ. Under this scope of work, additional permitting is not anticipated for the items listed under Exhibit A 3.B.1. With these assumptions, an Allowance budget of \$8,521 has been allocated for this task. If additional permitting requirements are necessary, Kleinfelder will notify the City of Corpus Christi and prepare an additional scope of work and fee.

2. Right-of-Way (ROW) Acquisition Survey

Provide right-of-way survey along a section of CR 20 and along the preferred roadway alignment for the landfill access road for the following limits:

CR 20: From the intersection of CR 57 to approximately 300 feet beyond the landfill access road for a distance of approximately 3,500 feet, including approximately 100 feet north and south of CR 57 with the intersection of CR 20. The width of the survey shall be approximately 25 feet beyond the existing right-of-way lines.

Existing Right-of-way lines shall be obtained through field determination, deed research or other methods to properly establish such lines. Property lines shall be obtained through existing plans, and available City records. Right-of-way lines and property lines to be shown on the survey plan. 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 will conform to and be tied into the City's Global Positioning System (GPS) control network and comply with TxDOT requirements as applicable.

It is assumed that the preparation of ROW plats and descriptions for acquisition shall not be required since all work is expected to be performed within the existing ROW width.

3. Topographic Survey

Provide topographic and planimetric survey along a section of CR 20 and along the preferred roadway alignment for the landfill access road for the following limits:

CR 20: From the intersection of CR 57 to approximately 300 feet beyond the landfill access road for a distance of approximately 3,500 feet, including approximately 100 feet north and south of CR 57 with the intersection of CR 20. The width of the survey shall be approximately 25 feet beyond the existing right-of-way lines.

Access Road: Since the preferred alignment is not yet defined, this proposal assumes the survey length to be approximately 9,600 linear feet (length of the existing access road from CR 20 to the entrance gate). The width of the survey shall be approximately 220 feet at the entrance, and vary along the length of the access road to encompass the maintained (non-agricultural) roadway side slopes, but not less than 200 feet in width.

Perform field survey for the development of a survey base plan for design. All work will conform to and be tied into 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.

- Locate and identify all utilities both overhead and underground including rim/frame elevations and invert elevations
- Locate and identify all drainage systems, including rim/frame elevations, invert elevations and pipe types, and sump elevations, for manholes, catch basins, culverts, and other structures
- Locate and identify all drainage swales and channels, providing accurate survey to define the invert elevation and cross section along the entire length, including channel lining type.

- Perform wetland field survey, identification and flagging.
- Establish survey control points and temporary bench marks within the limits of the project, with location tied to the grid.
- Locate and identify all pertinent features to be shown on the survey, including but not limited to, building corners and sill elevations of buildings within the limits of survey, edges of pavement (roadway, sidewalk, driveway, walkways), curbing, above and below ground utilities, utility poles with identification number and guys, fences including height and type, mailboxes, signs, monuments, road striping, overhead wires, surface types for driveways and sidewalks, individual trees with diameter and species type, tree lines.
- Prepare an accurate digital terrain model (DTM) required for roadway design (centerline profile and cross section elements) including all fault/break lines located along top and bottom of curb/gutter lines, edges of roadway and driveway pavement, centerline or roadway and all other locations to accurately describe existing topographic information.
- Prepare the survey drawing at a scale of 1"=20 feet.
- Provide a hard copy of the survey existing conditions survey stamped by a land surveyor licensed in the State of Texas.
- Electronic version of the existing conditions base plan survey containing the planimetric and topographic information and a DTM model in AutoCAD Civil 3D.

4. Environmental Issues

The Cefe F, Valenzuela Landfill was opened in November 2007, At the present time, no known environmental hazards or conditions are evident at the project site. Should these conditions become apparent or evident during data search, records search, field investigation or construction, Kleinfelder will immediately notify the City of Corpus Christi of this discovery or evidence which may require appropriate action. Kleinfelder will prepare a separate scope and fee for review and approval by the City of Corpus Christi prior to initiating actions to the conditions identified. No estimated Allowance for these services is set at this time.

5. Construction Observation

Construction phase services are based on an assumed 6 month (24 week) construction schedule. A budget for full time construction observation services is based on 5 day week, 9 hours per day, for the 24 week construction schedule, for a total of 1080 hours.

Kleinfelder shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). Kleinfelder's efforts will be

directed toward providing a greater degree of confidence for Client that the completed work of Contractor(s) will conform to the Contract Documents, but Kleinfelder shall not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Documents.

The construction observation services budget is subject to the contractor's production rates and schedule and are beyond the control of the City and Kleinfelder. Should the contractor's schedule required additional labor effort beyond the budget defined herein, such effort shall be considered Additional Services

6. Start-Up Services

Not included

7. Warranty Phase

Provide a one-day maintenance guaranty inspection (8 hours) by a project engineer to evaluate the condition of the roadway pavement, sideslopes, roadside swales and other items of work based on a visual inspection only. Prepare a letter report summarizing the condition and recommended action to correct defective conditions. A budget of 16 hours is allocated to the preparation of the report.

8. Provide SCADA Documentation

Not included

9. Geotechnical Investigation and Testing

1. Field Exploration

- a. Coordinate field activities with City of Corpus Christi personnel
- b. Locate the proposed borings using a site plan and measurements from existing landmarks; these locations will be recorded in the field using a hand-held GPS device
- c. Contact Texas 811 to locate buried utilities within existing easements and right-of-ways
- d. Mobilize a truck-mounted drilling rig to drill 12 borings, each to a depth of 10 feet below grade
- e. Sample the subsurface soil continuously to a depth of 10 feet; samples will be collected using either a tube sampler, or a split spoon sampler in conjunction with the standard penetration test
- f. Observe for groundwater seepage during drilling and, if encountered, after a 10 minute waiting period
- g. Backfill boreholes with soil cuttings upon completion

The borings will be logged in the field by a Kleinfelder engineering technician.

2. Laboratory Testing

Selected laboratory testing will be conducted on samples that are representative of materials obtained during the field exploration. The tests will be used to evaluate and classify the soils, identify subsurface site characteristics, and provide data for analysis. These tests may include: Moisture content; Atterberg limits (liquid and plastic limits); Percent passing No. 200 sieve; Dry density and moisture content; Unconfined compressive strength; California Bearing Ratio (CBR).

Kleinfelder will retain soil samples for 30 days after submission of the final report. Further storage or transfer of samples can be made at owner expense upon written request.

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 Per occurrence - aggregate
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.

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

	Contract	Amd No. 1	Amd No. 2	Total 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%



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: Kleinfelder

P. O. BOX: _____

STREET ADDRESS: 5002 Ambassador Row CITY: Corpus Christi ZIP: 78416

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	Department (if known)	Job Title	and City
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: Emad Al Turk, P. E.

(Type or Print)

Title: Vice President

Signature of Certifying Person:

 for

Date: 2-10-12

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.