

**AMENDMENT NO. 11  
TO CONTRACT FOR  
PROFESSIONAL SERVICES**

The City of Corpus Christi, Texas hereinafter called "CITY", and **Hargreaves Associates**, hereinafter called "ARCHITECT", agree to the following amendment to the Contract for Professional Services for **Bayfront Development Plan Phase 3 (Project No. 6511)** as authorized and administratively amended by:

Original A/E Agreement	December 13, 2011	Motion No. M2011-292	\$1,315,137.50
Amendment No. 1	September 28, 2012	Administrative Approval	\$26,570.00
Amendment No. 2	October 24, 2012	Administrative Approval	\$16,440.00
Amendment No. 3	November 7, 2012	Administrative Approval	\$48,890.00
Amendment No. 4	November 14, 2012	Administrative Approval	\$49,100.00
Amendment No. 5	December 4, 2012	Administrative Approval	\$39,650.00
Amendment No. 6	December 27, 2012	Administrative Approval	\$45,720.00
Amendment No. 7	January 16, 2013	Administrative Approval	\$25,805.00
Amendment No. 8	February 4, 2013	Administrative Approval	\$33,280.00
Amendment No. 9	April 22, 2013	Administrative Approval	\$0.00
Amendment No. 10	June 7, 2013	Administrative Approval	\$20,000.00

In the original contract, **EXHIBIT "A", SCOPE OF SERVICES, DESIGN DEVELOPMENT** shall be amended to include additional services as shown on the attached Amendment No. 11, Exhibit "A".

In the original contract, **EXHIBIT "D", SUMMARY OF FEES** shall be amended as described in the attached Amendment No. 11, Exhibit "A" for a revised fee not to exceed **\$1,936,300.00 (One Million Nine Hundred Thirty Six Thousand Three Hundred Dollars and Zero Cents)**, for a total restated fee not to exceed **\$3,556,892.50 (Three Million Five Hundred Fifty Six Thousand Eight Hundred Ninety Two Dollars and Fifty Cents)**. Invoices to be submitted monthly in accordance with Exhibit "D".

All other terms and conditions of the Contract and Amendments between the City and Architects will remain in full force and effect.

**CITY OF CORPUS CHRISTI**

**HARGREAVES ASSOCIATES**

\_\_\_\_\_  
Oscar R. Martinez Date  
Assistant City Manager

\_\_\_\_\_  
Mary Margaret Jones Date  
President  
970 Tennessee Street  
San Francisco, CA 94107  
(415) 865-1811 Office  
(415) 865-1810 Fax

**RECOMMENDED**

\_\_\_\_\_  
Daniel Biles, P.E. 6/27/13  
Director of Engineering Date

\_\_\_\_\_  
Michael Morris 6/27/13  
Director of Parks and Recreation Date

**ENTERED**  
**JUN 14 2013**  
**CONTRACT MANAGERS**

**APPROVED AS TO FORM**

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

\_\_\_\_\_  
Legal Department                              Date

**ATTEST**

\_\_\_\_\_  
Armando Chapa, City Secretary      Date

Project Number: <u>6511</u> Funding Source: <u>550950-3126-00000-170678</u> Fund Name: <u>Bayfront Development 09 GO CIP</u> Encumbrance Number: _____
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**Lead Consultant Professional Services for  
DESTINATION BAYFRONT  
Additional Service #11**

**Background**

The City and the Destination Bayfront Executive Committee have approved the Concept and Schematic Design for the Destination Bayfront project, which includes the following primary areas: Promenade and Beach Ramp / Terraces, Explorational Play Area, Family Area, Zocalo, Pier, Marina Basin Improvements, Parking Plaza South, Great Lawn, Parking Plaza North, and Sherrill Park. As the next step in the design process, Hargreaves Associates ("the Architect") will provide design development documents for the entire Destination Bayfront site.

Hargreaves Associates will also provide field studies as described below.

**A. Anticipated Design Expertise includes professional services listed below.** Hargreaves Associates will lead the Design Team and Client interface, and will retain and direct the services of registered professional consultants for all services other than landscape architecture.

1. Topographic Survey
2. Landscape Architecture for entire site
3. Soil Science (specifications) for planting and load bearing soils
4. Irrigation for entire site
5. Water Feature design and engineering for 2 water features
6. Lighting Design for entire site
7. Signage Strategy for entire site. Signage design to occur in future phases.
8. Civil engineering for entire site.
9. Structural Engineering for entire site and relevant assessment of existing structures as needed for construction.
10. Electrical Engineering for entire site
11. Architecture for 15 shade structures, beach café, park arrival / office building, 3 restrooms, 1 changing shelter, and 17 retail / vending shops. Architecture is modular and includes repeating components.
12. Structural, Mechanical, Electrical, and Plumbing for buildings listed above
13. Assessment of LEED or Sustainable Sites certification (level of effort, associated cost, feasibility, project goals), and advancement of selected sustainable opportunities.

14. Public Art: design of site integrated artwork up to \$700,000 in value (per City's 1.25% requirement). The design team will work with the client group to select an artist.
  15. Cost Estimating and Phasing Plan Refinement for entire site
  16. O&M budgets and consulting.
  17. Presentations & Meetings with Destination Bayfront Advisory Group, Stakeholders, and City Staff: Hargreaves Associates will lead all primary client group meetings, and will involve key consultant team members as appropriate. Hargreaves Associates may authorize consultants to lead small working group meetings as appropriate.
  18. Team and Project Management: team coordination, meeting agendas and meeting notes for primary client group meetings, and project schedule (including milestones for key City and Public communication). Schedule assumes weekly calls with City Project Manager and monthly calls with Destination Bayfront Executive Committee.
- B. Hargreaves Associates does not assume responsibility for the work of others not under contract to Hargreaves Associates in the production of construction documents and the sufficiency thereof necessary to the execution of the work.

## PROCEDURE

### Task A: Design Development

**Duration:** 6.5 months following authorization to proceed

Hargreaves Associates shall provide design development phase services per the Primary Agreement executed on Dec. 13, 2011.

#### **Deliverables:**

- 50% Design Development Drawings, Outline Specifications and Cost Estimate
- 100% Design Development Drawings, Draft Specifications and Cost Estimate
- Updated O&M budgets or consulting at 50% and 100% DD
- Graphic presentations at 50% and 100% DD to convey design development
- Narrative project descriptions, graphics, and cost estimates to help the city secure supplemental funding for Type A and MPO projects

#### **Trips and Meetings**

Trip and meeting schedule to be determined, but assumes three 3-person trips of up to two working days each in Corpus Christi:

- Destination Bayfront Executive Committee Meeting #1: Presentation of 50% Design Development
- City Staff and Department Meetings
- One trip to include a final Public Presentation

Trip and meeting schedule also assumes two 2-person trips of one working day each in Corpus Christi.

- Consultant Team Coordination
- Agency Meetings

#### ADDITIONAL SERVICES

- A. The following Additional Services shall be provided on a time and materials basis using consultants' current rate schedules. Hargreaves Associates includes a 5% fee for all sub consultant management and coordination.
- B. Additional Services include but are not limited to:
1. Coastal Permitting including USACE meetings, preliminary fieldwork and preparation of separate documents towards permitting effort.
  2. Stormwater quality management and technical documents for work beyond the site.
  3. Master Planning Reports/Document Preparation/Publishing not identified in the included scope of work.
  4. Additional Professional Services/ Sub-Consultants such as Financial Consulting and Public Outreach.
  5. 3D Presentation Models, Professional Physical Models, Additional Presentation Graphics (Renderings) or Fundraising Materials
  6. Changes and Additions to approved Site Features.
  7. Revisions and changes due to incorrect survey or geotechnical information provided by the Client.
  8. Expenses incurred in the interruption and resumption of Hargreaves Associates' services, upon resumption of services, if the project is suspended by the Client for more than 30 consecutive days.
  9. Work extending past the duration described in the Agreement.
  10. Additional trips beyond those listed in the Agreement.
  11. Phased Document Sets
  12. Construction Documents and Services during Bid and Construction.

#### EXCLUSIONS TO SCOPE OF SERVICES

Client shall provide the following information or services as required for performance of the work. Hargreaves Associates assumes no responsibility for the accuracy of such information

or services and shall not be liable for error or omissions therein. Should Hargreaves Associates be required to provide services in obtaining or coordinating compilation of this information, such services shall be charged as Additional Services.

- A. Geotechnical report.
- B. Environmental soils testing and remediation.
- C. Legal descriptions of property.
- D. Overhead aerial photographs at controlled scale.
- E. Assessment of existing site engineering other than that necessary for new construction.
- F. Permitting Related Scope:
  - 1. Detailed negotiations, requests for supporting information or investigations beyond information typically provided in a standard permit application while agencies review applications, Memoranda of Agreements (MOA) regarding cultural resources, permit fees.
  - 2. Investigations to support an environmental impact statement, phase II environmental assessments, phase II archeological assessments, underwater / aquatic resource assessments, underground utilities not visible by surface appurtenances or by One Call paint markings, right-of-way surveys, property appraisals, relocation assessments.
- G. Securing funding or grant writing.

#### DEVELOPMENT BUDGETS

- A. Upon signing of the Agreement, a proposed development budget for all items of work under the Scope of Services shall be established and approved in writing. This proposal assumes that the total construction budget is \$52,000,000, per reduced cost revisions to the 100% Schematic Design cost estimate.

#### FEES AND TERMS

Services described above shall be provided for the fixed sum of US \$1,828,413 in accordance with the terms and conditions of the Prime Contract which is incorporated and made part of this Agreement by reference.

Reimbursable expenses will not exceed US \$107,887 without further authorization.

**END OF PROPOSAL**

Corpus Christi Destination Bayfront Fee Summary

CONCEPT DESIGN TASKS	ORIGINAL CONTRACT COST	AMEND. NO. 1	AMEND. NO. 2	AMEND. NO. 3	AMEND. NO. 4	AMEND. NO. 5	AMEND. NO. 6	AMEND. NO. 7	AMEND. NO. 8	AMEND. NO. 9	AMEND. NO. 10	AMEND. NO. 11	TOTAL
<b>Task A Site Analyses and Programming</b>													
A-1 Data Collection / Site Analyses (Kickoff Meetings)	\$39,960.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39,960.00
A-2 Shoreline Drive Coordination	\$5,660.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,660.00
A-3 South Central Development Plan Coordination	\$6,260.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,260.00
A-4 Programming Validation	\$31,780.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31,780.00
<b>Sub-total:</b>	<b>\$86,660.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$86,660.00</b>
<b>Task B Concept Design and Graphics</b>													
B-1 Preliminary Concept Design + Draft Graphics (Advisory Group Stakeholders Community Meeting #1)	\$127,440.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$127,440.00
B-2 Order of Magnitude Cost / Potential Phasing Concept Options	\$15,050.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15,050.00
B-3 Final Concept Design + Final Graphics	\$171,400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$171,400.00
B-4 Order of Magnitude Cost / Potential Phasing Final Concept	\$16,790.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$16,790.00
<b>Sub-total:</b>	<b>\$340,680.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$340,680.00</b>
<b>Task C Supplementary Plans - Concept Design</b>													
C-1 Economic Opportunities Analysis	\$17,780.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17,780.00
C-2 Ballpark O & M Budgets for Options and Final Concept	\$12,100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$12,100.00
C-3 Park Naming Plan	\$5,100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,100.00
C-4 Revenue Plan based on Concept Design	\$20,926.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,926.00
C-5 Capital Funding Plan based on Concept Design	\$19,350.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$19,350.00
C-6 Review / Input to Programming and Concept Design Options	\$21,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$21,800.00
C-7 Meetings / Team Coordination	\$8,730.00	\$0.00	\$0.00	\$48,890.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$57,620.00
<b>Sub-total:</b>	<b>\$105,786.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$48,890.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$154,676.00</b>
<b>Task D Sub-Consultant Management Fee</b>													
D Sub-Consultant Management Fee	\$12,700.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$12,700.00
<b>Basic Services Total:</b>	<b>\$545,826.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$48,890.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$594,716.00</b>
<b>Itemized Additional Services</b>													
#1 Base Map Preparation / Surveying	TBD	TBD	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	TBD
#2 Physical Model a 1" = 40' (Not Authorized at this time)	\$40,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40,500.00
#3 Additional Trip / Client Group Meeting (time only, see reimbursables)	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
#4 Additional Community Meeting (time only, see reimbursables below)	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
#5 Additional Rendering	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
#6 Master Plan of Adjacent Sites	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
#7 CVB Luncheon and Economic Summit Presentations	\$0.00	\$16,070.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$16,070.00
#8 Funding Plan Briefings, Executive Committee and Council Update	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39,650.00	\$0.00	\$0.00	\$0.00	\$8,100.00	\$0.00	\$0.00	\$31,550.00
#9 Schedule Extension and Master Implementation Plan Refinement	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45,720.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45,720.00
#10 Utility and ROW Survey	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23,805.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23,805.00
#11 Shoreline Drive Design Development	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$33,280.00	-\$821.00	\$0.00	\$0.00	\$32,459.00
#12 Funding Plan Briefings, City Council Summary Presentation	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,500.00	\$0.00	\$0.00	\$22,500.00
#13 Shoreline Boulevard Realignment Design and Documentation	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,000.00	\$0.00	\$20,000.00
<b>Additional Services Total:</b>	<b>\$40,500.00</b>	<b>\$16,070.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$39,650.00</b>	<b>\$45,720.00</b>	<b>\$23,805.00</b>	<b>\$33,280.00</b>	<b>\$13,579.00</b>	<b>\$20,000.00</b>	<b>\$0.00</b>	<b>\$234,604.00</b>
<b>Reimbursable Expense Estimate</b>													
Reimbursable General Estimate - all Consultants	Total	\$21,325.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$21,325.00
Reimbursable Travel Estimate - Non-Local Consultants	Total	\$19,250.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$19,250.00
Hargreaves Associates (3 people typical per trip)	\$5,250.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,250.00
HR&A (1 person typical per trip)	\$1,750.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,750.00
ETM (1 person typical per trip)	\$3,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,000.00
Lake Plazo (2 people typical per trip)	\$29,250.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$29,250.00
<b>TOTAL TRAVEL:</b>	<b>\$50,575.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$50,575.00</b>
<b>Total Non-to-Excess General + Travel Reimbursement Budget:</b>	<b>\$636,901.00</b>	<b>\$16,070.00</b>	<b>\$0.00</b>	<b>\$48,890.00</b>	<b>\$0.00</b>	<b>\$39,650.00</b>	<b>\$45,720.00</b>	<b>\$23,805.00</b>	<b>\$33,280.00</b>	<b>\$13,579.00</b>	<b>\$20,000.00</b>	<b>\$0.00</b>	<b>\$896,335.00</b>
<b>Total Concept Design Amount for Basic and Additional Services + Reimbursable Estim</b>													
	12/13/2011	9/28/12	10/24/2012	11/7/2012	11/14/2012	12/14/2012	12/27/2012	1/16/2013	2/4/2013	4/22/2013	6/7/2013		
	M2011-292	Admin Approval	Admin Approval	Admin Approval	Admin Approval	Admin Approval	Admin Approval	Admin Approval	Admin Approval	Admin Approval	Admin Approval	Admin Approval	

Corpus Christi Destination Bayfront Fee Summary

ORIGINAL CONTRACT	AMEND NO. 1	AMEND NO. 2	AMEND NO. 3	AMEND NO. 4	AMEND NO. 5	AMEND NO. 6	AMEND NO. 7	AMEND NO. 8	AMEND NO. 9	AMEND NO. 10	AMEND NO. 11	TOTAL
<b>Schematic Design Tasks</b>												
Task E Schematic Design Tasks												
50% Schematic Design												
E-1 Design Development/ Illustrative Graphics Advisory Group/ Stakeholder/ Community Meetings # 3	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$204,416.00
E-2 50% Schematic Design Cost Estimate	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,738.00
E-3 100% Schematic Design	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$227,396.00
CAD Document Set / Technical Memos Advisory Group/ Stakeholder/ Community Meetings # 4	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31,600.00
E-4 100% Schematic Design Cost Estimate	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$489,150.00
Sub-Total:												
Task F Supplementary Plans - Schematic Design												
F-1 Sustainable Opportunities Plan	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31,100.00
F-2 Programming Plan	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27,500.00
F-3 Master Implementation and Phasing Plan	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$16,100.00
F-4 Refined Capital Funding Plan based on SD	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,390.00
F-5 Refined Revenue Plan based on SD	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,200.00
F-6 Operations and Maintenance Budget	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17,970.00
F-7 Governance / Organizational Plan	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,340.00
F-8 Meetings / Team Coordination	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,500.00
Sub-Total:	\$133,100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$133,100.00
Task G Sub-Consultant Management Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15,096.50
Basic Services Total:	\$637,346.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$637,346.50
Itemized Additional Services												
TH2 and Downtown Special Assessment Work	\$0.00	\$10,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,500.00
Task 4 Shoreline Boulevard and Park Streetscape Coordination	\$0.00	\$0.00	\$0.00	\$23,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23,800.00
Task 2 Coastal Projects (Preliminary Coastal Drawings & USACE Coordination)	\$0.00	\$0.00	\$0.00	\$25,300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,300.00
Additional Services Total	\$0.00	\$10,500.00	\$0.00	\$49,100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$59,600.00
Reimbursable Expense Estimate												
Reimbursable General Estimate - all Consultants												
Print, Copy, Tele, FedEx, Misc, Regional Travel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11,311.00
Reimbursable Travel Estimate - Non-Local Consultants												
Hargreaves Associates (3 people typical per trip)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,500.00
HR&A (1 person typical per trip)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ETM (1 person typical per trip)	\$3,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,500.00
Lake Place (2 people typical per trip)	\$2,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,000.00
TOTAL TRAVEL:	\$16,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$16,000.00
Total Not-to-Exceed General + Travel Reimbursement Budget:	\$40,890.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27,511.00
Total Schematic Design Amount for Basic and Additional Services + Reimbursable	\$678,236.50	\$10,500.00	\$0.00	\$49,100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,620,592.50
Contract Value for Master Implementation and Phasing Plan Phase (Concept and S	\$1,315,137.50	\$26,570.00	\$16,440.00	\$48,890.00	\$49,100.00	\$39,650.00	\$45,720.00	\$33,280.00	\$0.00	\$20,000.00	\$1,936,300.00	\$3,556,892.50
12/13/2011 M2011-292	9/28/12 Admin. Approval	10/24/2012 Admin. Approval	11/7/2012 Admin. Approval	11/14/2012 Admin. Approval	12/4/2012 Admin. Approval	12/27/2012 Admin. Approval	1/16/2013 Admin. Approval	2/4/2013 Admin. Approval	4/22/2013 Administrative Approval	6/7/2013 Administrative Approval		



Corpus Christi Destination Bayfront Fee Summary

	ORIGINAL CONTRACT	TOTAL PRIOR AMENDMENTS 1 THRU 10	AMEND NO. 11	TOTAL
<b>DESIGN DEVELOPMENT TASKS</b>	<b>Cost</b>			
Task A Design Development	\$0.00	\$0.00	\$1,782,760.00	\$1,782,760.00
Task B Subconsultant Management Fee	\$0.00	\$0.00	\$45,653.00	\$45,653.00
Design Development Reimbursables	\$0.00	\$0.00	\$107,887.00	\$107,887.00
Total Design Development Tasks	\$0.00	\$0.00	\$1,936,300.00	\$1,936,300.00
<b>Total Contract Value</b>	<b>\$1,315,137.50</b>	<b>\$305,455.00</b>	<b>\$1,936,300.00</b>	<b>\$3,556,892.50</b>
	12/13/2011 M2011-292	Various Administrative Approvals		



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: Hargreaves Associates

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

STREET ADDRESS: 970 Tennessee Street CITY: San Francisco CA ZIP: 94107

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)
_____	_____
_____	_____
_____	_____

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
_____	_____
_____	_____
_____	_____

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
_____	_____
_____	_____
_____	_____

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
_____	_____
_____	_____
_____	_____

### FILING REQUIREMENTS

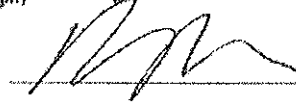
If a person who requests official action on a matter knows that the requested action will confer an economic benefit on any City official or employee that is distinguishable from the effect that the action will have on members of the public in general or a substantial segment thereof, you shall disclose 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: Mary Margaret Jones Title: Sr. Principal, President  
(Type or Print)

Signature of Certifying Person:



Date:

1/14/2013

### 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.

EXHIBIT "C"

Page 2 of 2

**Bayfront Development Plan Phase 3**

Project No. 6511

Invoice No. 12345

Invoice Date:

	Contract	Amd No. 1	Amd No. 2	Contract	Amount Invoiced	Previous Invoice	Total Invoice	Percent Complete
<b>Basic Services:</b>								
Preliminary Phase	\$15,117	\$0	\$0	\$15,117	\$0	\$1,000	\$1,000	7%
Design Phase	20,818	0	0	20,818	1,000	500	1,500	7%
Bid Phase	0	0	0	0	0	0	0	n/a
Report Phase	14,166	0	0	14,166	0	0	0	0%
Construction Phase	0	0	0	0	0	0	0	n/a
Subtotal Basic Services	\$50,101	\$0	\$0	\$50,101	\$750	\$1,500	\$2,500	5%
<b>Additional Services:</b>								
Permitting	\$0	\$0	\$0	\$0	\$0	\$0	\$0	n/a
Warranty Phase	0	0	0	0	0	0	0	n/a
Inspection	9,011	0	0	9,011	0	0	0	0%
Platting Survey	29,090	0	0	29,090	0	0	0	0%
Reporting	1,294	0	0	1,294	0	0	0	0%
O & M Manuals	TBD	TBD	TBD	TBD	TBD	TBD	TBD	0%
SCADA	TBD	TBD	TBD	TBD	TBD	TBD	TBD	0%
Subtotal Additional Services	\$39,395	\$0	\$0	\$39,395	\$0	\$0	\$0	0%
<b>Summary of Fees</b>								
Basic Services Fees	\$50,101	\$0	\$0	\$50,101	\$750	\$1,500	\$2,500	5%
Additional Services Fees	\$39,395	0	0	\$39,395	0	0	0	0%
<b>Total of Fees</b>	\$89,496	\$0	\$0	\$89,496	\$750	\$1,500	\$2,500	3%