

**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 **Urban Engineering**, a Texas corporation, 2725 Swantner Dr., Corpus Christi, Nueces County, Texas 78404, (**Architect/Engineer – A/E**), hereby agree as follows:

**1. SCOPE OF PROJECT**

**Health Department Building Parking Lot (Project No. E12125) BOND ISSUE 2012–**  
This project proposes the replacement of approximately 60,000 SF of asphalt drives and parking lots and approximately 10,000 SF of concrete sidewalks throughout the facility. This project also includes modifications to the dumpster area and replacement of 8 light poles.

**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 \$64,200.00, (Sixty Four Thousand Two Hundred 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

**RECOMMENDED**

Daniel Biles 3/7/13  
Daniel Biles, P. E., Date  
Director of Engineering Services

Annette Rodriguez 3.8.13  
Annette Rodriguez, Date  
Director of Public Health

**APPROVED AS TO FORM**

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

**ATTEST**

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

**URBAN ENGINEERING**

Eugene C. Urban, Jr. 3.5.13  
Eugene C. Urban, Jr., P. E. Date  
Principal  
2725 Swantner Dr.  
Corpus Christi, TX 78404  
(361) 854-3101 Office  
(361) 854-6001 Fax

ENTERED aw

MAR 1 2013

CONTRACT MANAGERS

**Health Department Building Parking Lot (Project No. E12125)**

Department	Fund Source No.	Amount
Public Health & Safety CIP Bond Issue 2012	550950-3366-00000-E12125	\$64,200.00
<b>Total</b>		<b>\$64,200.00</b>

Encumbrance No. \_\_\_\_\_



February 28, 2013

Mr. William J. Green, PE  
Assistant Director  
City of Corpus Christi - Engineering Services  
P.O. Box 9277  
Corpus Christi, Texas 78469-9277

**SUBJECT: Health Department Building Parking Lot (Bond Issue 2012)  
(Project No. E12125)**

Dear Mr. Green,

Please accept this letter as our proposal to perform the professional services desired at the subject project. The scope as we understand it includes rehabilitating selected parking lot areas, sidewalks and replacement of the dumpster area paving with new concrete paving. It is understood that the total funds available for design, construction and administration for completion of the project are \$600,000.00

**Scope of Services:**

**1. Preliminary Phase**

- Verify and identify existing parking lot pavement conditions within the areas designated to be rehabilitated in the bond project data provided by the City. [City will provide record information and data as available from City Engineering files.]
- Field-verify and meet with Facility and City staff in order to determine sidewalks that are in most critical need of replacement or modification and also discuss lighting issues to determine the scope of any additional lighting in the existing parking lot.
- Perform a Topographic Survey to include spot elevations on an approximate 50 foot grid in the proposed parking lot areas proposed for rehabilitation plus sidewalk areas as required to determine grading information for the proposed improvements
- Review previously developed sketches, concepts and any available records available from the City.
- Provide a conceptual plan of areas to be rehabilitated including proposed pavement sections for asphalt and concrete alternatives, sidewalks and a preliminary opinion of probable cost to more specifically identify scope for design phase.
- Assimilate all review comments, modifications, additions/deletions and proceed to next phase, upon Notice to Proceed.

(361)854-3101

2725 SWANTNER DR. • CORPUS CHRISTI, TEXAS 78404

FAX (361)854-6001

[www.urbaneng.com](http://www.urbaneng.com)

TBPE Firm #145

**EXHIBIT "A"**  
**Page 1 of 4**

## **2. Design Phase**

- **Develop and submit for review a 60%** set of plans, (no specifications or bid documents) with layout of the plans in the City of Corpus Christi's preferred format.
- Submit one (1) set plans to the City of Corpus Christi for review and comment plus a copy in an approved electronic format.
- Develop and submit an opinion of probable construction cost for the project improvements.
- Hold a project review meeting with City Staff to review and receive City comments.
- Assimilate all review comments, modifications, additions/deletions and proceed to next phase, upon written Notice to Proceed.
- **Complete and submit a 100%** complete set of construction drawings, plans, details, contract documents, technical specifications, and bid documents in accordance with the City of Corpus Christi's preferred standard format.
- Provide the marked-up 60% review set so the City may determine that the comments were incorporated into the 100% set.
- Provide the final opinion of probable construction cost.
- Provide final alternative bid items that may be needed to ensure that the lowest responsible bid is within budget.
- Furnish the City with both a reproducible set of plans with specifications and bid documents for the bidding process, as well as the full documents in electronic format.
- Prepare and submit documents to regulatory agencies having jurisdiction in this case TDLR, for review. Any permit fees shall be paid by the City of Corpus Christi directly or reimbursed to the A/E.

## **3. Bid Phase**

- Attend the pre-bid conference chaired by City and assist City in defining, clarifying, and responding to bidder questions with respect to project design, specifications, materials, and methods.
- Prepare addenda, in preferred City format, necessary to inform contractors of modifications and clarifications prior to bid date. The City's Engineering Services will distribute any addendum.
- Attend the bid opening, tabulate bids according to the City Engineering Services preferred standard format, and make recommendations concerning award.

## **4. Construction Phase**

- Attend and participate at the pre-bid and pre-construction conferences, which will be chaired by Engineering Services.
- Review and approve any required contractor's submittals.
- Make periodic visits to the site and confer with City's Construction Inspector and/or Contractor to observe the progress and quality of work, and to determine, in general, whether the work is accordance with project design.
- Coordinate with the City inspector to authorize minor field alterations that do not affect the contractor's price and are not contrary to the interest of the City.
- Review the contractor's progress payment request and approved schedule of work before submission to the City for processing.

- Coordinate necessary change orders during the process of the work. City will prepare and process all change orders.
- Provide record drawings, in electronic format, of the project.
- Conduct a "final inspection" with City and Contractor, and make a recommendation concerning final acceptance.
- Conduct a maintenance guaranty inspection prior to the end of the one year warranty period from acceptance of the project. Provide a written punch list of any defective items and provide to contractor and City.

**Schedule:**

<b>Date</b>	<b>Activity</b>
April 16, 2013	NTP
May 31, 2013	Preliminary Design Submittal
June 14, 2013	City Review
August 9, 2013	60% Design Submittal
August 23, 2013	City Review
October 11, 2013	100% Final Submittal
October 28 & November 4, 2013	Advertise for Bids
November 6, 2013	Pre-Bid Conference
November 13, 2013	Receive Bids
December 10, 2013	Contract Award
January 6, 2014	Begin Construction
June 30, 2014	Complete Construction

**Summary of A/E Fees**

<b>Basic Services Fees</b>	
1. Preliminary Phase	\$14,000.00
2. Design Phase	\$32,000.00
3. Bid Phase	\$3,000.00
4. Construction Administration Phase	\$6,000.00
<b>Subtotal Basic Services Fees</b>	<b>\$55,000.00</b>
<b>Additional Services Fees</b>	
1. Permit Preparation	
a. ADA/TDLR	\$1,500.00
2. Topographic Survey	\$6,500.00
3. Construction Observation Services	To be Determined
4. Warranty Phase	\$1,200.00
<b>Subtotal Additional Services Fees Authorized</b>	<b>\$9,200.00</b>
<b>Total Authorized Fee</b>	<b>\$64,200.00</b>

We propose to perform the above stated services for the fees indicated. Any additional work can be completed upon your request at our hourly billing rates attached. Exhibit A-1 is attached itemizing the proposed tasks we have identified for the project.

If the above is acceptable, please prepare an AE Contract for signatures. Should you have any questions, please let us know.

Sincerely,

URBAN ENGINEERING



Eugene C. Urban, Jr., P.E.

**EXHIBIT A-1  
TASK LIST**

**HEALTH DEPARTMENT PARKING LOT (BOND ISSUE 2012)  
(PROJECT NO. E12125)**

**A. BASIC SERVICES**

1. Preliminary Phase

- A. Scope of Geotechnical Testing Requirements to City's Geotechnical Consultant.
- B. Staff Meetings - Attend and participate in project kick off meeting, and planning meeting with City and Facility Staffs to determine which parking areas are most critical and sidewalks most heavily used needing repair and areas with deficient lighting.
- C. Review & Investigation of Available Records
- D. Identify Results of Site Field Investigation  
  
Recommend necessary survey work to evaluate existing conditions and utilize in design.
- E. Provide a conceptual plan of areas to be rehabilitated including proposed pavement sections for asphalt and concrete alternatives, sidewalks, lighting and a preliminary opinion of probable cost to more specifically identify scope for design phase.
- F. Hold review meeting with City Staff to receive and review comments on Preliminary Submittal.

2. Design Phase

- A. Refine and Verify Conceptual Plan
- B. Develop and submit for review a 60% set of plans, (no specifications or bid documents) with layout of the plans in the City of Corpus Christi's preferred format
- C. Preliminary Plan Sheets
- D. Prepare Estimated Quantities and Estimates of Probable Costs
- E. Hold review meeting with City Staff to receive and review comments on 60% submittal.
- F. Provide Final Plans and Bid Documents (100%)
- G. Assimilate All Review Comments, Modifications, Additions/Deletions and Proceed to Bid Phase, Upon Notice to Proceed from the City Engineer



H. Upon Approval, Provide One (1) Set Final Plans and Contract Documents and Provide One (1) Electronic Copy

I. Submit Monthly Status Reports

J. Provide Storm Water Pollution Prevention Plan

### 3. Bid Phase

A. Participate in Pre-Bid Conference and Provide Recommended Agenda

B. Assist City in Solicitation of Bids

C. Review All Pre-Bid Questions and Submissions

D. Attend Bid Opening

E. Revisions to Bid Documents

F. Provide Letter to City Engineer on giving A/E's Recommendation to whom to Award the Project to

### 4. Construction Phase

A. Participate in Pre-Construction Meeting

B. Review Shop and Working Drawings

C. Provide Testing Schedule and Review Field and Laboratory Tests

D. Provide Interpretations and Clarifications of Contract Documents

E. Periodic Visits to Site of Project (two per month minimum)

F. Review Progress and Quality of Work to determine in general whether work is in accordance with Project Design

G. Prepare Change Orders as authorized by City

H. Review and Recommend Contractor's Monthly Construction Pay Estimates

I. Make Final Inspection with City Staff

J. Review Construction "Red-Line" Drawings, Prepare Record Drawings

## B. ADDITIONAL SERVICES

### 1.1 Permitting

#### A. NPDES Permit:

Prepare NPDES Permit and include with specifications. Contractor shall be responsible for submission of the document to the appropriate authorities and providing all documentation.

**B. Texas Department of Licensing & Regulations:**

A/E will coordinate with a local Registered Accessibility Specialist for any ramps or accessible routes required, and submission of Application as required.

**1.2 Topographic Survey**

Provide limited design surveys with sufficient detail to facilitate design of improvements and preparation of construction drawings.

**1.3 Construction Observation Services – To be Determined**

**1.4 Warranty Phase**

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

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

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

- 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. E11088

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%



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: Urban Engineering

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

STREET ADDRESS: 2725 Swantner CITY: Corpus Christi ZIP: 78404

FIRM IS: 1. Corporation  2. Partnership  3. Sole Owner   
4. Association  5. Other

### DISCLOSURE QUESTIONS

If additional space is necessary, please use the reverse side of this page or attach separate sheet.

1. State the names of each "employee" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

Name	Department (if known)	Job Title	and City
<u>NA</u>			

2. State the names of each "official" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

Name	Title
<u>NA</u>	

3. State the names of each "board member" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

Name	Committee	Board, Commission or
<u>NA</u>		

4. State the names of each employee or officer of a "consultant" for the City of Corpus Christi who worked on any matter related to the subject of this contract and has an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

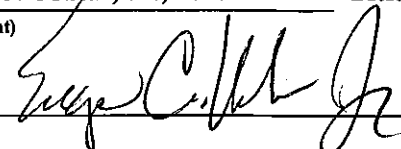
Name	Consultant
<u>NA</u>	

### FILING REQUIREMENTS

If a person who requests official action on a matter knows that the requested action will confer an economic benefit on any City official or employee that is distinguishable from the effect that the action will have on members of the public in general or a substantial segment thereof, you shall disclose that fact in a signed writing to the City official, employee or body that has been requested to act in the matter, unless the interest of the City official or employee in the matter is apparent. The disclosure shall also be made in a signed writing filed with the City Secretary. [Ethics Ordinance Section 2-349 (d)]

### CERTIFICATION

I certify that all information provided is true and correct as of the date of this statement, that I have not knowingly withheld disclosure of any information requested; and that supplemental statements will be promptly submitted to the City of Corpus Christi, Texas as changes occur.

Certifying Person: Eugene C. Urban, Jr., P.E. Title: Principal  
(Type or Print)  
Signature of Certifying Person:  Date: 3.5.13

### DEFINITIONS

- a. "Board member." A member of any board, commission, or committee appointed by the City Council of the City of Corpus Christi, Texas.
- b. "Economic benefit". An action that is likely to affect an economic interest if it is likely to have an effect on that interest that is distinguishable from its effect on members of the public in general or a substantial segment thereof.
- c. "Employee." Any person employed by the City of Corpus Christi, Texas either on a full or part-time basis, but not as an independent contractor.
- d. "Firm." Any entity operated for economic gain, whether professional, industrial or commercial, and whether established to produce or deal with a product or service, including but not limited to, entities operated in the form of sole proprietorship, as self-employed person, partnership, corporation, joint stock company, joint venture, receivership or trust, and entities which for purposes of taxation are treated as non-profit organizations.
- e. "Official." The Mayor, members of the City Council, City Manager, Deputy City Manager, Assistant City Managers, Department and Division Heads, and Municipal Court Judges of the City of Corpus Christi, Texas.
- f. "Ownership Interest." Legal or equitable interest, whether actually or constructively held, in a firm, including when such interest is held through an agent, trust, estate, or holding entity. "Constructively held" refers to holdings or control established through voting trusts, proxies, or special terms of venture or partnership agreements."
- g. "Consultant." Any person or firm, such as engineers and architects, hired by the City of Corpus Christi for the purpose of professional consultation and recommendation.