

**AMENDMENT NO. 1
TO 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 Capital Programs) and **Urban Engineering**, a Texas corporation, 2725 Swantner Street, Corpus Christi, Nueces County, Texas 78404, (**Architect/Engineer – A/E**), hereby agree as follows:

1. SCOPE OF PROJECT

La Volla Creek Drainage Channel Excavation (Project No. E10200) – This project will involve the improvement of La Volla Creek that crosses SH 357 (Saratoga Boulevard). The project will provide 100-year capacity for conveyance to the Oso Creek. Phase 1 Channel improvements include the removal of vegetation from North Saratoga Boulevard and channel widening South of Saratoga Boulevard.

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”**, 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 Capital Programs.

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 Capital Programs. 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 Capital Programs. 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 Capital Programs.

The Director of Capital Programs 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

In the original contract, Exhibit "A" FEES shall be modified for a total fee not to exceed \$197,646.00 (One Hundred Ninety Seven Thousand Six Hundred Forty Six Dollars and Zero Cents), for a restated fee not to exceed \$335,646.00, (Three Hundred Thirty Five Thousand Six Hundred Forty Six Dollars and Zero Cents) as shown in the attached Amendment No. 1, **Exhibit "A"**. 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 Capital Programs. 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

Jerry Shoemaker, P.E. Date
Acting Director of Capital Programs

URBAN ENGINEERING, INC.


Rhodes Urban, P.E., R.P.L.S. Date
Principal
2725 Swantner Street
Corpus Christi, TX 78404
(361) 854-3101 Office

RECOMMENDED

Operating Department Date

APPROVED AS TO LEGAL FORM

Legal Department Date

APPROVED

Office of Management Date
and Budget

Project No. E10200
Accounting Unit: 3495-043
Account: 550950
Activity: E10200013495EXP
Account Category: 50950
Fund Name: Storm Water CIP 2012B Rev. Bonds
Encumbrance No. _____

ATTEST

Rebecca Huerta, City Secretary

**EXHIBIT A
CITY OF CORPUS CHRISTI, TEXAS**

**La Volla Creek Drainage Channel Excavation
(PROJECT NO. E10200)**

1. SCOPE OF SERVICES

A. Basic Services (Complete).

Basic Services will include the following in addition to those items shown on **Exhibit "A-1" Task List**.

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. Analysis of existing hydraulic conditions of the channel, hydraulic modeling of proposed improvements and recommendations for phased improvements.
- b. Confer with the City staff, United States Army Corps of Engineers and TXDOT regarding the design parameters of the Project. The Engineer will participate in a minimum of three (3) 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 one (1) paper copies of the Design Memorandum (or Engineering Report), with executive summary, including 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. The Design Summary Report 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 Summary Report prior to submission.
- 9) Additional items are required with the design memorandum to 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
- d. Field location of existing utilities using Texas one-call system (Coordinate with appropriate City Operating Departments).
- e. A subsurface utility engineering survey is not anticipated to be necessary at this point in the project.

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. A copy of existing studies and plans. (as available from City Engineering files).
- d. Field location of existing city utilities. (A/E to coordinate with City Operating Department).
- e. 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 Preliminary Phase 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), Engineering Services staff and TXDOT.
- b. Provide one (1) copy of 60% construction documents in City format (using City Standards as applicable), including a list of specifications and drawings, 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 with the recommended construction schedule. The construction schedule will provide a phased approach to better track progress and payments.
- e. Provide one (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.
- f. Assimilate all review comments, modifications, additions/deletions and proceed to next phase, upon Notice to Proceed.
- g. Provide Quality Assurance/Quality Control (QA/QC) measures to ensure that submittal of the interim, pre-final, 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.
- h. 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.
- i. 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.
- j. Prepare and submit monthly status reports by the fifth of each month with action items developed from monthly progress and review meetings.
- k. Provide a Storm Water Pollution Prevention Plan.

The City staff will:

- a. Designate an individual to have responsibility, authority, and control for coordinating activities for the **Professional Services** contract awarded.
- b. Provide the budget for the Project specifying the funds available for the construction contract.

- c. Provide electronic files of the City's standard specifications, standard detail sheets, standard and special provisions, and forms for required bid documents.

3. Bid Phase.

The A/E will:

- a. 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. Provide testing schedule and 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 two visits per month 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. 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.
- c. Designate an individual to have responsibility, authority, and control for coordinating activities for the construction contract awarded.

B. Additional Services

This section defines the scope (and allowance where noted) 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:

We don't anticipate that any permitting will be necessary for the preliminary phase of the project. However, the preliminary phase will identify permitting requirements for the proposed improvements.

1. **Topographic Surveys.** Provide field surveys, as required for design including transects of the channel needed for hydraulic modeling and conceptual design(Preliminary Phase), a pre excavation topographic survey of Phase 1 after it has been cleared and a post construction topographic survey after all earth moving has been completed (Construction Phase). We recommend confirming actual cubic yards of earth moved by comparing pre and post construction surveys. 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.
2. **Coordinate with Oso Basin Drainage Study.** Coordinate with city's consultant studying the Oso Creek Drainage Basin. Coordination will include attending periodic meetings and sharing of study data.

3. **Field Engineering.** Provide field engineering services to adapt plans to conditions that are unknown or could not be quantified prior to clearing of the site. Clearing of the site will be the first step in the construction sequence.
4. **Public Meeting.** Participate in public meetings (two) to coordinate with the community and to obtain community support for the project, including all necessary exhibits as directed by the City.
5. **Environmental Issues.** Identify and develop a scope of work for any testing, handling and disposal of hazardous materials and/or contaminated soils that may be discovered during construction.
6. **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.

2. SCHEDULE

PROPOSED PROJECT SCHEDULE FOR PHASE 1	
ACTIVITY	DURATION
Produce 60% Set of Plans	60 Days
Produce Pre-final Plans	45 Days from Receiving Review Comments
Produce Final Plans & Docs	21 Days from Receiving Review Comments
Bidding & Award	90 Days
Construction	9 Months

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

PRELIMINARY (COMPLETE)	
Fee for Basic Services	
1. Preliminary Phase	\$50,000
Subtotal Basic Services Fees	\$50,000
Fee for Additional Services (Allowance)	
1. Topographic Survey (AUTHORIZED)	\$15,000
2. Brush Clearing (ALLOWANCE)	\$65,000
3. Coordinate with Oso Basin Drainage Study (ALLOWANCE)	\$8,000
Sub-Total Additional Services Fees	\$53,000
Total Preliminary Authorized Fee	\$138,000

PHASE 1	
Fee for Basic Services	
1. Design Phase	\$100,000
2. Bid Phase	\$4,429
3. Construction Phase	\$17,717
Subtotal Basic Services Fees	\$122,146
Fee for Additional Services	
1. (2)Topographic Surveys	\$30,000
2. Coordinate with Oso Basin Drainage Study (ALLOWANCE)	\$3,000
3. Field Engineering	\$10,000
3. Public Meeting (ALLOWANCE)	\$5,000
4. Environmental Issues (ALLOWANCE)	\$20,000
5. Warranty Phase	\$7,500
Sub-Total Additional Services Fees	\$75,500
Total Phase 1 Fee	\$197,646

EXHIBIT B

INSURANCE REQUIREMENTS & INDEMINIFICATION

I. CONSULTANT'S LIABILITY INSURANCE

- A.** Consultant must not commence work under this contract until all insurance required has been obtained and such insurance has been approved by the City. Consultant must not allow any subcontractor to commence work until all similar insurance required of any subcontractor has been obtained.
- B.** Consultant must furnish to the City's Risk Manager and Director of Capital Programs, two (2) copies of Certificates of Insurance with applicable policy endorsements showing the following minimum coverage by an insurance company(s) acceptable to the City's Risk Manager. **The City must be listed as an additional insured on the General liability and Auto Liability policies, and a waiver of subrogation is required on all applicable policies. Endorsements must be provided with Certificate of Insurance. Project name and/or number must be listed in Description Box of Certificate of Insurance.**

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
30-day advance written notice of cancellation, non-renewal, material change or termination required on all certificates and policies.	Bodily Injury and Property Damage Per occurrence - aggregate
Commercial General Liability including: 1. Commercial Broad Form 2. Premises – Operations 3. Products/ Completed Operations 4. Contractual Liability 5. Independent Contractors 6. Personal Injury- Advertising Injury	\$1,000,000 Per Occurrence \$2,000,000 Aggregate
AUTO LIABILITY (including) 1. Owned 2. Hired and Non-Owned 3. Rented/Leased	\$1,000,000 Combined Single Limit
PROFESSIONAL LIABILITY (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 insured.
WORKERS'S COMPENSATION (All States Endorsement if Company is not domiciled in Texas)	Statutory
Employer's Liability	\$500,000/\$500,000/\$500,000

- C.** In the event of accidents of any kind related to this contract, Consultant must furnish the Risk Manager with copies of all reports of any accidents within 10 days of the accident.

II. ADDITIONAL REQUIREMENTS

- A. Applicable for paid employees, Consultant must obtain workers' compensation coverage through a licensed insurance company. The coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The workers' compensation coverage provided must be in an amount sufficient to assure that all workers' compensation obligations incurred by the Consultant will be promptly met. An All States Endorsement shall be required if Consultant is not domiciled in the State of Texas.
- B. 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.
- C. Consultant shall be required to submit a copy of the replacement Certificate of Insurance to City at the address provided below within 10 days of any change made by the Consultant or as requested by the City. Consultant shall pay any costs incurred resulting from said changes. All notices under this Exhibit shall be given to City at the following address:

City of Corpus Christi
Attn: Risk Manager
P.O. Box 9277
Corpus Christi, TX 78469-9277

- D. **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:**
- List the City and its officers, officials, employees, and volunteers, as additional insureds by endorsement with regard to operations, completed operations, and activities of or on behalf of the named insured performed under contract with the City, with the exception of the workers' compensation policy;
 - 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;
 - Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and
 - Provide thirty (30) calendar days advance written notice directly to City of any, cancellation, non-renewal, material change or termination in coverage and not less than ten (10) calendar days advance written notice for nonpayment of premium.
- E. Within five (5) calendar days of a cancellation, non-renewal, material change or termination of coverage, 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.
- F. 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.

- G. Nothing herein contained shall be construed as limiting in any way the extent to which Consultant may be held responsible for payments of damages to persons or property resulting from Consultant's or its subcontractor's performance of the work covered under this contract.
- H. 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.
- I. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this contract.

INDEMNIFICATION

Consultant shall fully indemnify, hold harmless, and defend the City of Corpus Christi and its officials, officers, agents, employees, volunteers, directors and representatives ("Indemnitee") from and against any and all claims, damages, liabilities or costs, including reasonable attorney fees and defense costs, caused by or resulting from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by Consultant or its agent, consultant under contract or another entity over which Consultant exercises control while in the exercise of rights or performance of the duties under this agreement. This Indemnification does not apply to any liability resulting from the negligent acts or omissions of the City of Corpus Christi or its employees, to the extent of such negligence.

Consultant must, at City's option, defend Indemnitee and with counsel satisfactory to the City Attorney.

Consultant must advise City in writing within 24 hours of any claim or demand against City or Consultant known to Consultant related to or arising out of Consultant's activities under this Agreement.

COMPLETE PROJECT NAME

Project No. xxxxxx

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



City of
Corpus
Christi

SUPPLIER NUMBER _____
TO BE ASSIGNED BY CITY
PURCHASING DIVISION

CITY OF CORPUS CHRISTI DISCLOSURE OF INTEREST

City of Corpus Christi Ordinance 17112, as amended, requires all persons or firms seeking to do business with the City to provide the following information. Every question must be answered. If the question is not applicable, answer with "NA". See reverse side for Filing Requirements, Certifications and definitions.

COMPANY NAME: Urban Engineering

P. O. BOX: N/A

STREET ADDRESS: 2725 Swantner Drive **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>N/A</u>			
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

Name	Title
<u>N/A</u>	
_____	_____
_____	_____
_____	_____

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

Name	Committee	Board, Commission or
<u>N/A</u>		
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

Name	Consultant
<u>N/A</u>	
_____	_____
_____	_____
_____	_____

FILING REQUIREMENTS

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

CERTIFICATION

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

Certifying Person: Rhodes Urban , P.E., R.P.L.S. **Title:** Principal

(Type or Print)

Signature of Certifying Person:



Date: 13 Jan 2015

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.