

**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 **R.H. Shackleford, Inc.**, a Texas corporation, 5151 Flynn Parkway, Suite 500, Corpus Christi, Nueces, Texas 78411, (Architect/Engineer – A/E), hereby agree as follows:

1. SCOPE OF PROJECT

E14056 – Capital Programs Project Management Services. R. H. Shackleford, Inc. (A/E) will provide the necessary services for engineering design coordination and project management services as needed during preliminary design, final design, design document and constructability review phases with City's selected consultants.

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 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 fee not to exceed \$512,577 (in Numbers), Five Hundred Twelve Thousand Five Hundred Seventy Seven (in Words) for a total fee not to exceed \$542,577, (in Numbers), Five Hundred Forty Two Thousand Five Hundred Seventy Seven (in Words). 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.

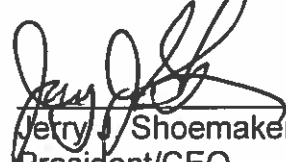
10. DISCLOSURE OF INTEREST

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

Natasha Fudge, P.E. Date
Acting Director Capital Programs

R. H. SHACKLEFORD, INC.

 5 DEC 2014

Jerry Shoemaker Date
President/CEO
5151 Flynn Parkway, Suite 500
Corpus Christi, Texas 78411
(361) 675-0964
jshoemaker@rhsitx.com

RECOMMENDED

Mark Van Vleck, P. E., (Date)
Executive Director of Utilities

Andy Leal, Jr., P. E., (Date)
Interim Director of Street Services

APPROVED

Office of Management Date
and Budget

APPROVED AS TO LEGAL FORM

 Assistant City Attorney (Date)
 for City Attorney

ATTEST

 Rebecca Huerta, City Secretary

Capital Programs Project Management Services

Fund Name	Accounting Unit	Account No.	Activity No.	Amount
Street 2013 GO Bond 12	3549-052	550950	170371013549EXP	\$8,543.00
Street 2013 GO Bond 12	3549-052	550950	E11116013549EXP	8,543.00
Street 2013 GO Bond 12	3549-052	550950	E12091013549EXP	8,543.00
Street 2013 GO Bond 12	3549-052	550950	E12092013549EXP	8,543.00
Street 2013 GO Bond 12	3549-052	550950	E12093013549EXP	8,543.00
Street 2013 GO Bond 12	3549-052	550950	E12094013549EXP	8,543.00
Street 2013 GO Bond 12	3549-052	550950	E12095013549EXP	8,543.00
Street 2013 GO Bond 12	3549-052	550950	E12096013549EXP	8,543.00
Street 2013 GO Bond 12	3549-052	550950	E12099013549EXP	8,543.00
Street 2013 GO Bond 12	3549-052	550950	E12100013549EXP	8,543.00
Street 2013 GO Bond 12	3549-052	550950	E12090013549EXP	8,543.00
Street 2013 GO Bond 12	3549-052	550950	E12103013549EXP	8,543.00
Street 2013 GO Bond 12	3549-052	550950	E12107013549EXP	8,543.00
Street 2013 GO Bond 12	3549-052	550950	E12097013549EXP	8,543.00
Street 2013 GO Bond 12	3549-052	550950	E12098013549EXP	8,542.25
Water 2014 Rev Bond	4096-062	550950	E11066014096EXP	25,629.00
Water 2014 Rev Bond	4096-062	550950	180415014096EXP	25,629.00
Water 2014 Rev Bond	4096-062	550950	E13038014096EXP	25,629.00
Water 2014 Rev Bond	4096-062	550950	E13051014096EXP	25,629.00
Water 2014 Rev Bond	4096-062	550950	E11068014096EXP	25,628.25
Storm Water 2014 Rev Bd	4530-043	550950	E11073014530EXP	25,629.00
Storm Water 2014 Rev Bd	4530-043	550950	E10200014530EXP	25,629.00
Storm Water 2014 Rev Bd	4530-043	550950	E14039014530EXP	25,629.00
Storm Water 2014 Rev Bd	4530-043	550950	160270014530EXP	25,629.00
Storm Water 2014 Rev Bd	4530-043	550950	E12146014530EXP	25,628.25
Wastewater 2014 Rev Bd	4254-042	550950	E10179014254EXP	25,629.00
Wastewater 2014 Rev Bd	4254-042	550950	E10054014254EXP	25,629.00
Wastewater 2014 Rev Bd	4254-042	550950	E12206014254EXP	25,629.00
Wastewater 2014 Rev Bd	4254-042	550950	E10048014254EXP	25,629.00
Wastewater 2014 Rev Bd	4254-042	550950	E12159014254EXP	25,628.25
Total				\$512,577.00

Encumbrance No. _____



November 6, 2014

Valerie Gray, P.E.
Interim Executive Director of Public Works
1201 Leopard Street
Corpus Christi, Texas 78401

**Subject: PROJECT MANAGEMENT (PM) SERVICES PROPOSAL
Project No. E14056 - Amendment No. 1**

Ms. Gray,

Please accept this proposal for Amendment No. 1 in the amount of \$512,577 for a total contract value of \$542,577. The preliminary phase (Phase 1) provided an assessment of the programs and staff with initial training and tailoring of programs for a more efficient and effect program and project delivery.

Amendment No. 1 provides for Phase 2 to fully implement the process improvements with training and extends the PM services. The amendment also includes additional part-time technical and administrative support by RHSI personnel for the following critical needs until additional city staff and process improvements are available:

- Job Order Contract – technical field assistance for scoping with administrative support for contractor proposal reviews and estimating
- Major Projects – technical and administrative support and coordination for scheduling, field investigations, analysis and city staff training

These services will be tailored to compliment the capabilities of Engineering Services at the various stages of the Bond 2012, 2014 and CIP programs. The attached page provides a more detailed description of services. Below is a summary of the proposed effort by position.

Position	Hours
Principle	1,768
Construction Manager	1,120
Asst CM/PM	208
Engr II	208
Admin	312

The proposed performance period is for 12 months. Monthly invoices will be for only those hours authorized and rendered.

We are prepared to meet and review this proposal at your earliest convenience. Pease call or email at 361.675.0964 or jshoemaker@rhsitx.com.

Respectfully,

Jerry J. Shoemaker, P.E.



President/CEO

Phase 2 – 12 Months

Fee: \$512,577

Implementation of the recommended process improvements, training and PM support. The following outlines some of the PM responsibilities and functions for the proposed training and support:

- Developing Communication and Project Organization Chart/Matrix to ensure effective internal and external communications
- Collect and review “Master” Schedules and templates with critical milestones and requirements to facilitate improved overall execution of resources, planning, coordination, and controls to meet program objectives
- Review and develop individual project manager schedules with controls and techniques for improved time management, project management and information sharing
- Identify specific budget and cost control measures with defined processes and templates for better understanding the PM responsibilities, objectives and project activities
- Review and implement improved AE contract management to include assisting in project scope development, initial document turnover for improved negotiations and AE fees
- Begin participation in design progress reviews, quality assurance and payments
- Conduct constructability reviews including coordination with other local agencies and City programs
- Coordinate and conduct progress meetings with agenda and meeting minutes preparation
- Review and recommend action for contractor bid documents and request for change orders
- Review and evaluate monthly updates reports
- Review document control system and provide recommendations if needed
- Review, evaluate and begin implementation of improvements for small project design and award
- Estimating support

In addition, RHSI will provide senior Construction Manager (CM) with construction and design experience in roads, utilities, and facilities for local government, state and federal projects. The CM will interact directly with City Staff and other consultants to evaluate the projects to determine the required construction management services by in-house and contracted inspection services. Additionally, the CM will provide leadership and direction to the Construction Division to evaluate and improve the processes and administration to better streamline and staff the division. These services are temporary until the City can properly staff the projects. The CM will specifically work with current and new staff to ensure training and proper turnover.

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

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

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
30-Day Written Notice of Cancellation, non-renewal or material change required on all certificates	Bodily Injury & Property Damage Per occurrence - aggregate
COMMERCIAL GENERAL LIABILITY including: 1. Broad Form 2. Premises - Operations 3. Products/ Completed Operations 4. Contractual Liability 5. Independent Contractors	\$1,000,000 COMBINED SINGLE LIMIT
AUTOMOBILE LIABILITY to included 1. Owned vehicles 2.. Hired – Non-owned vehicles	\$1,000,000 COMBINED SINGLE LIMIT
PROFESSIONAL LIABILITY including: Coverage provided shall cover all employees, officers, directors and agents 1. Errors and Omissions	\$1,000,000 per claim / \$2,000,000 aggregate (Defense costs not included in face value of the policy) If claims made policy, retro date must be prior to inception of agreement; have extended reporting period provisions and identify any limitations regarding who is an Insured
WORKERS' COMPENSATION	Which Complies with the Texas Workers Compensation Act
EMPLOYERS' LIABILITY	500,000/500,000/500,000

- C. In the event of accidents of any kind, Consultant must furnish the Risk Manager with copies of all reports within (10) ten days of accident.
- D. Consultant must obtain workers' compensation coverage through a licensed insurance company in accordance with Texas law. The contract for coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The coverage provided must be in amounts sufficient to assure that all workers' compensation obligations incurred will be promptly met.
- E. Consultant's financial integrity is of interest to the City; therefore, subject to Successful Consultant's right to maintain reasonable deductibles in such amounts as are approved by the City, Consultant shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Consultant's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A-VII.
- F. The City shall be entitled, upon request and without expense, to receive copies of the policies, declarations page and all endorsements thereto as they apply to the limits required by the City, and may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Consultant shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Consultant shall pay any costs incurred resulting from said changes. All notices under this Article shall be given to City at the following address:

City of Corpus Christi
Attn: Risk Management
P.O. Box 9277
Corpus Christi, TX 78469-9277
Fax: (361) 826-4555

- G. Consultant agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:
- i. Name the City and its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
 - ii. Provide for an endorsement that the "other insurance" clause shall not apply to the City of Corpus Christi where the City is an additional insured shown on the policy;
 - iii. Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and
 - iv. Provide thirty (30) calendar days advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.

- H. Within five (5) calendar days of a suspension, cancellation, or non-renewal of coverage, Successful Consultant shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Consultant's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.
- I. In addition to any other remedies the City may have upon Consultant's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Consultant to stop work hereunder, and/or withhold any payment(s) which become due to Consultant hereunder until Consultant demonstrates compliance with the requirements hereof.
- J. Nothing herein contained shall be construed as limiting in any way the extent to which Successful Consultant may be held responsible for payments of damages to persons or property resulting from Consultant's or its subcontractors' performance of the work covered under this agreement.
- K. It is agreed that Consultant's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of Corpus Christi for liability arising out of operations under this contract.
- L. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this contract.

INDEMNIFICATION AND HOLD HARMLESS

Consultant shall indemnify, save harmless and defend the City of Corpus Christi, and its agents, servants, and employees, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and attorneys' fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to any property, which may arise or which may be alleged to have arisen out of or in connection with the negligent performance of Consultant's services covered by this contract. The foregoing indemnity shall apply except if such injury, death or damage is caused by the sole or concurrent negligence of the City of Corpus Christi, its agents, servants, or employees or any other person indemnified hereunder.

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

	Contract	Amd No. 1	Amd No. 2	Total Contract	Amount Invoiced	Previous Invoice	Total Invoice	Percent Complete
Basic Services:								
Preliminary Phase	\$1,000	\$0	\$0	\$1,000	\$0	\$1,000	\$1,000	100%
Design Phase	2,000	1,000	0	3,000	1,000	500	1,500	50%
Bid Phase	500	0	250	750	0	0	0	0%
Construction Phase	2,500	0	1,000	3,500	0	0	0	0%
Subtotal Basic Services	\$6,000	\$1,000	\$1,250	\$8,250	\$750	\$1,500	\$2,500	30%
Additional Services:								
Permitting	\$2,000	\$0	\$0	\$2,000	\$500	\$0	\$500	25%
Warranty Phase	0	1,120	0	1,120	0	0	0	0%
Inspection	0	0	1,627	1,627	0	0	0	0%
Platting Survey	TBD	TBD	TBD	TBD	TBD	TBD	TBD	0%
O & M Manuals	TBD	TBD	TBD	TBD	TBD	TBD	TBD	0%
SCADA	TBD	TBD	TBD	TBD	TBD	TBD	TBD	0%
Subtotal Additional Services	\$2,000	\$1,120	\$1,627	\$4,747	\$500	\$0	\$500	11%
Summary of Fees								
Basic Services Fees	\$6,000	\$1,000	\$1,250	\$8,250	\$750	\$1,500	\$2,500	30%
Additional Services Fees	2,000	1,120	1,627	4,747	500	0	500	11%
Total of Fees	\$8,000	\$2,120	\$2,877	\$12,997	\$1,250	\$1,500	\$3,000	23%



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: R. H. Shackelford, Inc.

P. O. BOX: N/A

STREET ADDRESS: 5151 Flynn Parkway, Suite 500 CITY: Corpus Christi ZIP: 78411

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>	

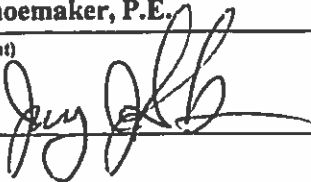
FILING REQUIREMENTS

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: Jerry Shoemaker, P.E. Title: President/CEO
(Type or Print)

Signature of Certifying Person:  Date: 7 FEB 2014

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.