

**CITY OF CORPUS CHRISTI  
AMENDMENT NO. 1  
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 **Maldonado-Burkett Intelligent Transportation Systems, LLP**, a Texas corporation, 2205 Western Trails Boulevard, Suite B, Austin, Travis County, Texas 78745, (**Architect/Engineer – A/E**), hereby agree as follows:

**1. SCOPE OF PROJECT**

**Traffic Signal and Street Lighting Improvements Indefinite Delivery/Indefinite Quantity (IDIQ)(Project No. E15126)** – The work involves the preparation of delivery orders (DO) for year 1 to include: controller cabinet preventive maintenance, battery backup preventive maintenance, controller cabinet replacements, replacement of malfunction management unit (MMU), Staples with Annapolis Signal Pole replacement, Doddridge with Santa Fe (Bore with Ground Box Replacement), Park Road 22 with County Park Access Road 4 Virnto Del Mar (Span Wire Signal Replacement) and other work to be determined.

**2. SCOPE OF SERVICES**

The A/E hereby agrees 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. 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 \$32,211.73 for a restated fee not to exceed \$71,725.04. Monthly invoices will be submitted in accordance with **Exhibit "B"**.

#### 5. INDEMNITY

**A/E shall fully indemnify and hold harmless 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, to the extent that the damage is caused by or results from an act of negligence, intentional tort, intellectual property infringement or failure to pay a subcontractor or supplier committed by A/E or its agent, A/E under contract or another entity over which A/E 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 or its employees, to the extent of such negligence.**

**If the liability results solely from the negligent acts or omissions of the A/E, the A/E shall also defend the Indemnitee with counsel satisfactory to the City Attorney. If a claim is based wholly or partly on the negligence of, fault of or breach of contract by the City, the A/E shall reimburse the City's reasonable attorney's fees in proportion to the A/E's liability.**

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

#### 6. INSURANCE

6.1 A/E must not commence work under this agreement until all required insurance has been obtained and such insurance has been approved by the City. A/E must not allow any subcontractor to commence work until all similar insurance required of any subcontractor has been obtained.

6.2 A/E must furnish to the Director of Engineering Services with the signed agreement 2 copies of Certificates of Insurance (COI) 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 COI. Project name and or number must be listed in Description Box of COI.**

<b>TYPE OF INSURANCE</b>	<b>MINIMUM INSURANCE COVERAGE</b>
<b>30-written day notice of cancellation, required on all certificates or by applicable policy endorsements</b>	<b>Bodily Injury and Property Damage</b> 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' COMPENSATION (All States Endorsement if Company is not domiciled in Texas)	Statutory
Employer's Liability	\$500,000 /\$500,000 /\$500,000

6.3 In the event of accidents of any kind related to this agreement, A/E must furnish the City with copies of all reports of any accidents within 10 days of the accident.

6.4 Applicable for paid employees, A/E 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 A/E will be promptly met. An All States Endorsement shall be required if A/E is not domiciled in the State of Texas.

6.5 A/E shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at A/E'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. **A/E is required to provide City with renewal Certificates.**

6.6 A/E shall be required to submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. A/E 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: Engineering Services  
P.O. Box 9277  
Corpus Christi, TX 78469-9277

6.7 **A/E agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:**

6.7.1 List the City and its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement, as respects operations, completed operation and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation policy;

6.7.2 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;

6.7.3 Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and

6.7.4 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.

6.8 Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, A/E shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend A/E'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.

6.9 In addition to any other remedies the City may have upon A/E'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 A/E to remove the exhibit hereunder, and/or withhold any payment(s) if any, which become due to A/E hereunder until A/E demonstrates compliance with the requirements hereof.

6.10 Nothing herein contained shall be construed as limiting in any way the extent to which A/E may be held responsible for payments of damages to persons or property

resulting from A/E's or its subcontractor's performance of the work covered under this agreement.

6.11 It is agreed that A/E'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 agreement.

6.12 It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this agreement.

6.13 <b><u>Contracts Less than \$50,000</u></b> - Insurance not required; however, if contract is amended to exceed \$50,000, the above insurance requirements must be met.
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## 7. 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.

## 8. 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.

## 9. 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.

## 10. 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.

11. 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.

12. STANDARD OF CARE

Services provided by A/E under this Agreement shall be performed with the professional skill and care ordinarily provided by competent engineers or architects practicing in the same or similar locality and under the same or similar circumstances and professional license; and performed as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.

13. CONFLICT OF INTEREST

A/E agrees, in compliance with Chapter 176 of the Texas Local Government Code, to complete and file Form CIQ with the City Secretary's Office. For more information and to determine if you need to file a Form CIQ, please review the information on the City Secretary's website at <http://www.cctexas.com/government/city-secretary/conflict-disclosure/index>.

14. ENTIRE AGREEMENT AND CONTROLLING LAW

This Agreement represents the entire and integrated Agreement between City and A/E and supersedes all prior negotiations, representations or agreements, either oral or written. This Agreement may be amended only by written instrument signed by both the City and A/E. This Agreement is governed by the laws of the State of Texas without regard to its conflicts of laws. Venue for legal proceedings lies exclusively in Nueces County, Texas.


15. CONFLICT RESOLUTION BETWEEN DOCUMENTS

A/E hereby agrees and acknowledges if anything contained in the A/E-prepared **Exhibit A**, A/E's Scope of Services, or contained in any other document prepared by A/E and included herein, is in conflict with this Agreement, this Agreement shall take precedence and control to resolve said conflict.

**CITY OF CORPUS CHRISTI**

**MALDONADO-BURKETT  
INTELLIGENT TRANSPORTATION  
SYSTEMS, LLP**

\_\_\_\_\_  
J. H. Edmonds, P.E.                      Date  
Director of Engineering Services

 **PE 11/3/15**  
\_\_\_\_\_  
Ramon Maldonado Jr., P.E.              Date  
Principal  
2205 Western Trail Blvd., Suite B  
Austin, TX 78745  
(512) 916-1386

**RECOMMENDED**

\_\_\_\_\_  
Operating Department                      Date

**APPROVED AS TO LEGAL FORM**

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

**APPROVED**

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

**ATTEST**

\_\_\_\_\_  
Rebecca Huerta  
City Secretary

Fund Name	Accounting Unit	Account No.	Activity No.	Account Category	Amount
Street Operating	1041-12310-053	530000	E15126011041EXP	30000	\$24,158.80
Street Operating	1020-12460-053	530000	E15126011020EXP	30000	\$8,052.93
<b>Total</b>					<b>\$32,211.73</b>





MALDONADO-BURKETT  
INTELLIGENT TRANSPORTATION SYSTEMS, LLP

September 22, 2015

Mr. Jeff Edmonds, P.E.  
Director  
Capital Programs  
1201 Leopard Street  
Corpus Christi, TX 78401

Re: E15126 Traffic Signal and Street Lighting Improvements IDIQ- Amendment No.1

Dear Mr. Edmonds:

MBITS is proposing an Amendment to proceed with the design of the Traffic Signal and Street Lighting Improvements. Below is a summary along with fees associated with this project.

**E15126- Traffic Signal and Street Lighting Improvements IDIQ- Amendment No.1**

Original Contract amount: **\$39,513.31**

Amendment No.1 amount: **\$32,211.73.**

Total amount to date for project No.E15126: **\$71,725.04**

**Contents**

This package will include signal knock downs, conduit, illumination facilities and other basic services for maintenance of signals and illumination in accordance to the city requirements for all delivery orders throughout the calendar year.

**Schedule:**

Scheduled to be completed within 10 days of notice to proceed.

If you have any additional questions please let us know.

Best regards,

Ramon H. Maldonado Jr., P.E.

CC: Jerry Shoemaker, P.E.  
Chris Hale, P.E.  
Raymond Chong, P.E.  
Jorge Salinas

AMD. NO. 1  
EXHIBIT "A"  
Page 1 of 1



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

	<b>Contract</b>	<b>Amd No. 1</b>	<b>Amd No. 2</b>	<b>Total Contract</b>	<b>Amount Invoiced</b>	<b>Previous Invoice</b>	<b>Total Invoice</b>	<b>Percent Complete</b>
<b>Basic Services:</b>								
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%
<b>Subtotal Basic Services</b>	<b>\$6,000</b>	<b>\$1,000</b>	<b>\$1,250</b>	<b>\$8,250</b>	<b>\$750</b>	<b>\$1,500</b>	<b>\$2,500</b>	<b>30%</b>
<b>Additional Services:</b>								
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%
<b>Subtotal Additional Services</b>	<b>\$2,000</b>	<b>\$1,120</b>	<b>\$1,627</b>	<b>\$4,747</b>	<b>\$500</b>	<b>\$0</b>	<b>\$500</b>	<b>11%</b>
<b>Summary of Fees</b>								
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%
<b>Total of Fees</b>	<b>\$8,000</b>	<b>\$2,120</b>	<b>\$2,877</b>	<b>\$12,997</b>	<b>\$1,250</b>	<b>\$1,500</b>	<b>\$3,000</b>	<b>23%</b>



SUPPLIER NUMBER  
TO BE ASSIGNED BY CITY  
PURCHASING DIVISION

City of  
Corpus  
Christi

## 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:** Maldonado-Burkett Intelligent Transpiration Systems, LLP

**P. O. BOX:** N/A

**STREET ADDRESS:** 2205 Western Trails Blvd., Suite B      **CITY:** Austin      **ZIP:** 78745

**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	Board, Commission or Committee
<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: Ramon H. Maldonado Jr., P.E. Title: Principal  
(Type or Print)

Signature of Certifying Person:



Date: 3/10/15

### 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.