

**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 Linda Webster Gurley, P.E., a sole proprietor, 7510 Milan St., Corpus Christi, Nueces, Texas, 78414, (Architect/Engineer – A/E), hereby agree as follows:

**1. SCOPE OF PROJECT**

Assist the City Capital Programs Department with professional engineering review of Bond 2014 drawing and specification submittals for general conformance with City Standard and requirements, and provide other engineering services on related tasks as needed. Services may include review, recommendations and administration but do not include plan preparation and/or sealing of design documents.

**2. SCOPE OF SERVICES**

The A/E hereby agrees, at its own expense, to perform professional engineering review services. In addition, A/E will provide monthly status updates (project progress or delays, gantt charts presented with monthly invoices) as described in **Exhibit "A"**, to complete the Project.

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

The A/E agrees to indemnify, save harmless and defend the City of Corpus Christi, and its agents, servants, and employees as more fully set forth in **Exhibit "B"**. If applicable, the A/E will submit to the City Engineer a certificate of insurance, with the City named as additionally insured, showing the minimum coverage set forth in Exhibit "B" by an insurance company acceptable to the City.

#### 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 \$88,000.00 (in Numbers), Eighty Eight Thousand Dollars and No Cents (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.

#### 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**

**LINDA WEBSTER GURLEY, P. E.**

\_\_\_\_\_  
 Natasha Fudge, P.E. (Date)  
 Acting Director of Capital Programs

*Linda W. Gurley* 11-17-2014  
 \_\_\_\_\_ (Date)  
 Linda Webster Gurley, P.E.  
 7510 Milan Street  
 Corpus Christi, TX 78414  
 (361) 850-3175 Office  
 (361) 993-1131 Fax

**APPROVED**

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

**APPROVED AS TO LEGAL FORM**

\_\_\_\_\_  
 Legal Department (Date)

**Professional Engineering Review Services**

Fund Name	Accounting Unit	Account No.	Activity No	Amount
Streets 2013 TN	3550-052	550950	E13089013550EXP	\$11,000.00
Streets 2013 TN	3550-052	550950	E13090013550EXP	\$11,000.00
Streets 2013 TN	3550-052	550950	E13091013550EXP	\$11,000.00
Streets 2013 TN	3550-052	550950	E13092013550EXP	\$11,000.00
Streets 2013 TN	3550-052	550950	E13093013550EXP	\$11,000.00
Streets 2013 TN	3550-052	550950	E13095013550EXP	\$11,000.00
Streets 2013 TN	3550-052	550950	E13096013550EXP	\$11,000.00
Streets 2013 TN	3550-052	550950	E13099013550EXP	\$11,000.00
Total				\$88,000.00

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

Linda Webster Gurley, PE  
7510 Milan St.  
Corpus Christi, Texas 78414  
(361) 850-3075  
lwgurley@gmail.com

August 18, 2014

Natasha Fudge, PE  
City of Corpus Christi  
Acting Director of Capital Programs  
PO Box 9277  
Corpus Christi, Texas 78469-9277

RE: CITY OF CORPUS CHRISTI LARGE A/E CONTRACT PROPOSAL - CAPITAL PROGRAMS

Dear Mrs. Fudge,

Based on our recent discussions I propose to provide engineering services to the City on a large A/E Contract basis. Specific services proposed under this Contract include assisting Capital Programs with professional review of drawings and specifications submitted by consultants on City Public Works Projects for general conformity with City standards and requirements. Work may also include providing general engineering services on other tasks on an as needed basis. Services may include review, recommendations, and administration/organization, but do not include preparation and sealing of design documents.

I am available to provide engineering services as described above for at least 15 hours per week and up to 40 hours per week at a rate of \$85 per hour, not to exceed a total of \$88,000, with the option for extension or renewal as needed and if mutually agreed.

Your consideration of this Proposal is appreciated. An engineering resume along with a referral letter regarding my previous 8 years of service with the City are attached. Please don't hesitate to let me know if you have any questions or would like additional support documentation.

Sincerely,



Linda Webster Gurley, PE  
License #55935  
Firm #F-14301

Attachments:

- Engineering Resume
- City Reference Letter

**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.~~

<b>TYPE OF INSURANCE</b>	<b>MINIMUM INSURANCE COVERAGE</b>
<del>30-Day Written Notice of Cancellation, non-renewal or material change required on all certificates</del>	<del>Bodily Injury &amp; Property Damage Per occurrence aggregate</del>
<del>COMMERCIAL GENERAL LIABILITY including: 1. Broad Form 2. Premises Operations 3. Products/ Completed Operations 4. Contractual Liability 5. Independent Contractors</del>	<del>\$1,000,000 COMBINED SINGLE LIMIT</del>
<del>AUTOMOBILE LIABILITY to included 1. Owned vehicles 2. Hired Non-owned vehicles</del>	<del>\$1,000,000 COMBINED SINGLE LIMIT</del>
<del>PROFESSIONAL LIABILITY including: Coverage provided shall cover all employees, officers, directors and agents 1. Errors and Omissions</del>	<del>\$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</del>
<del>WORKERS' COMPENSATION</del>	<del>Which Complies with the Texas Workers Compensation Act</del>
<del>EMPLOYERS' LIABILITY</del>	<del>500,000/500,000/500,000</del>

- ~~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
<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>

**Basic Services:**  
 Preliminary Phase  
 Design Phase  
 Bid Phase  
 Construction Phase  
 Subtotal Basic Services

**Additional Services:**  
 Permitting  
 Warranty Phase  
 Inspection  
 Platting Survey  
 O & M Manuals  
 SCADA  
 Subtotal Additional Services

**Summary of Fees**  
 Basic Services Fees  
 Additional Services Fees  
 Total of Fees





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: Linda Webster Gurley, P.E.

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

STREET ADDRESS: 7510 Milan St. CITY: Corpus Christi ZIP: 78414

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

#### DISCLOSURE QUESTIONS

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

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

Name	Job Title and City Department (if known)
<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: \_\_\_\_\_ Title: \_\_\_\_\_  
(Type or Print)

Signature of Certifying Person: Linde W. Guly Date: 2/5/2014

### 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.