

**CITY OF CORPUS CHRISTI**  
**CONTRACT FOR ENGINEERING DESIGN 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 **Govind Development, LLC.**, a limited liability corporation, 9510 Leopard Street, Corpus Christi, Nueces County, Texas 78410, (**Consultant**), hereby agree as follows:

**1. SCOPE OF PROJECT**

**E15111 North Padre Island Beach Access Roads 3A and 2** – This project includes reconstruction of Beach Access Roads on North Padre Island, including Beach Access Roads 3A, and consideration will be given to other beach access roads for which the City has the responsibility of maintaining as funding allows.

**2. SCOPE OF SERVICES**

The Consultant hereby agrees to perform services to complete the Project, as detailed in **Exhibit "A"**. In addition, Consultant will provide monthly status updates (project progress or delays 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 Consultant (provide breakdown of costs, schedules), **and** written authorization is provided by the Director of Engineering Services.

**3. ORDER OF SERVICES**

The Consultant 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 Consultant 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 Consultant 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. Consultant 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 Consultant a fee as described in **Exhibit "A"** for providing services authorized, a total fee not to exceed **\$73,935.00**. Monthly invoices will be submitted in accordance with **Exhibit "B"**.

## 5. INDEMNITY

**Consultant shall fully indemnify and hold harmless the City of Corpus Christi and its officials, officers, agents, employees, or other entity, excluding the engineer or architect or that person's agent, employee or subconsultant, over which the City exercises control ("Indemnitee") from and against any and all claims, damages, liabilities or costs, including reasonable attorney fees and court 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 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 or its employees, to the extent of such negligence.**

**Consultant shall defend Indemnitee, with counsel satisfactory to the City Attorney, from and against any and all claims, damages, liabilities or costs, including reasonable attorney fees and court costs, if the claim is not based wholly or partly on the negligence of, fault of or breach of contract by Indemnitee. If a claim is based wholly or partly on the negligence of, fault of or breach of contract by Indemnitee, the Consultant shall reimburse the City's reasonable attorney's fees in proportion to the Consultant's liability.**

**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.**

## 6. INSURANCE

Consultant agrees to comply with the insurance requirements in **Exhibit C**.

## 7. TERMINATION OF CONTRACT

The City may terminate this contract for convenience upon seven days written notice to the Consultant at the address of record. The City may terminate this agreement for cause upon ten days written notice to the Consultant. If Consultant begins, within three days of receipt of such notice, to correct its failure and proceeds to diligently cure such failure within the ten days, the agreement will not terminate.

In the event of termination, the Consultant will be compensated for its services on all stages authorized based upon Consultant 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 Consultant 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 Consultant staff. If the Consultant 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 Consultant fee may be assigned in advance of receipt by the Consultant 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, inspection reports and submittal data will be the sole property of the City, may not be used again by the Consultant without the express written consent of the Director of Engineering Services. However, the Consultant 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. STANDARD OF CARE

Services provided by Consultant 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.

## 12. DISCLOSURE OF INTEREST

Consultant agrees to comply with City of Corpus Christi Ordinance No. 17112 and complete the *Disclosure of Interests* form as part of this contract.

## 13. CERTIFICATE OF INTERESTED PARTIES

For contracts that exceed \$50,000, Consultant agrees to comply with Texas Government Code section 2252.908 and complete Form 1295 Certificate of Interested Parties as part of this agreement.

Form 1295 requires disclosure of "interested parties" with respect to entities that enter contracts with cities. These interested parties include:

- (1) persons with a "controlling interest" in the entity, which includes:
  - a. an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock or otherwise that exceeds 10 percent;

- b. membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or
  - c. service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.
- (2) a person who actively participates in facilitating a contract or negotiating the terms of a contract with a governmental entity or state agency, including a broker, intermediary, adviser or attorney for the business entity.

Form 1295 must be electronically filed with the Texas Ethics Commission at [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm). The form must then be printed, signed, notarized and filed with the City. For more information, please review the Texas Ethics Commission Rules at <https://www.ethics.state.tx.us/legal/ch46.html>.

#### 14. CONFLICT OF INTEREST

Consultant agrees to comply with Chapter 176 of the Texas Local Government Code and file Form CIQ with the City Secretary's Office, if required. 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>.

#### 15. ENTIRE AGREEMENT AND CONTROLLING LAW

This Agreement represents the entire and integrated Agreement between City and Consultant 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 Consultant. 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.

#### 16. CONFLICT RESOLUTION BETWEEN DOCUMENTS

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

**CITY OF CORPUS CHRISTI**

**GOVIND DEVELOPMENT, LLC.**

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

\_\_\_\_\_  
Ajmer Kular, P.E.                                      Date  
Vice President  
9510 Leopard Street  
Corpus Christi, Texas 78410  
(361) 241-2777 Office  
akular@govinddevelopment.com

**RECOMMENDED**

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

**APPROVED AS TO LEGAL FORM**

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

**APPROVED**

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

Project No. E15111  
Accounting Unit: 3551-051  
Account: 550950  
Activity: E15111013551EXP  
Account Category: 50950  
Fund Name: Street CIP BOND 2014  
Encumbrance No. \_\_\_\_\_

**ATTEST**

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





April 14, 2016

Jeff Edmonds, P.E.  
Director of Engineering Services  
City of Corpus Christi  
PO BOX 9277  
Corpus Christi, Texas 78469-9277

Re: Contract for Professional Services  
North Padre Island Beach Access Roads 3A & 2 (Bond 2014 - Prop 2)  
Project No. E15111

Dear Mr. Edmonds:

Please find enclosed the Proposed Contract (Exhibit A-1) for Professional Services for the subject project.

The basic services fees include a detailed design phase, bidding phase and construction phase. The additional services fees include hydraulic and hydrologic modeling and analysis, traffic control planning and design, and engineering data and documentation needed for Texas General Land Office Permits and Nueces County Permits.

If you have any questions please feel free to contact me at (361) 241-2777.

Sincerely,

A handwritten signature in black ink that reads "Ajmer Kular, P.E.".

Ajmer Kular, P.E.  
Vice President – Civil/Structural Department  
Govind Development, LLC – TBPE Firm No. 10101  
9510 Leopard Street  
Corpus Christi, Texas 78410

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

**NORTH PADRE ISLAND BEACH ACCESS ROADS (3A & 2)**  
**PROJECT NO. E15111**  
**BOND ISSUE 2014, PROP 2**

**I. SCOPE OF SERVICES**

**A. BASIC SERVICES**

For the purpose of this contract, Preliminary Phase may include Schematic Design and Design Phase services may include Design Development as applicable to Architectural services.

1. **Preliminary Phase.** The Architect/Engineer-A/E (also referred to as Consultant) will:
  - a) ~~Prepare PowerPoint presentation in City format for City Council Meeting.~~
  - b) ~~Hold Project Kick-off Meeting. Prepare meeting agenda and distribute meeting meetings to attendees within five working days of the meeting.~~
  - c) ~~Prepare geotechnical investigation findings (see additional services).~~
  - d) ~~Request available reports, record drawings, utility maps and other information provided by the City pertaining to the project area.~~
  - e) ~~Develop preliminary requirements for utility relocations replacements or upgrades. Coordinate with the City's Project Manager and identify operating departments potential project needs.~~
  - f) ~~Develop preliminary street cross section recommendations. Prepare conceptual life cycle cost estimate with recommended pavement sections using Federal Highway Administration (FHWA) Real Cost Program.~~
  - g) ~~Identify right of way acquisition requirements and illustrate on a schematic strip map.~~
  - h) ~~Prepare preliminary opinions of probable construction costs for the recommended improvements.~~
  - i) ~~Develop drainage area boundary map for existing and proposed drainage areas served.~~
  - j) ~~Conduct the hydraulic analysis to quantify the storm sewer design of existing and proposed systems. Include the analysis of inlet capacity.~~
  - k) ~~Identify electric and communication utility companies and private pipeline companies that may have existing facilities and must relocated to accommodate the proposed improvements.~~
  - l) ~~Coordinate with AEP and City Traffic Engineering to identify location of electrical power conduit for street lighting and traffic signalization.~~
  - m) ~~Identify and analyze requirements of governmental authorities having jurisdiction to approve design of the Project including permitting, environmental, historical, construction, and geotechnical issues; upon request or concurrence of the Project Manager, meet and coordinate with agencies such as RTA, CDBG, USPS, affected school districts (CCISD, FBISD, etc.) community groups, TDLR, etc.~~
  - n) ~~Identify and recommend public outreach and community stakeholder requirements.~~
  - o) ~~Review City provided preliminary Traffic impact assessment and provide recommendation for integration and/or additional requirements as appropriate.~~
  - p) ~~Prepare an Engineering Letter Report (20 – 25 page main body text document with supporting appendices) that documents the analyses, approach, opinions of~~

~~probable construction costs, and document the work with text, tables, schematic-level exhibits and computer models or other applicable supporting documents required per City Plan Preparation Standards Contract Format (CPPSCF). Engineering Letter Report to include:~~

- ~~1. Provide a concise presentation of pertinent factors, sketches, designs, cross-sections, and parameters which will or may impact the design, including engineering design basis, preliminary layout sketches, construction sequencing, alignment, cross section, geotechnical testing report, right-of-way requirements, conformance to master plans, identification of needed additional services, identification of needed permits and environmental consideration, existing and proposed utilities, identification of quality and quantity of materials of construction, and other factors required for a professional design.~~
- ~~2. Include summary output tables from Hydraulic and Hydrologic analyses.~~
- ~~3. Include existing site photos.~~
- ~~4. Provide opinion of probable construction costs.~~
- ~~5. Identify and analyze requirements of governmental authorities having jurisdiction to approve design of the Project including permitting, environmental, historical, construction, and geotechnical issues; meet as City agent or with City participation and coordinate with agencies such as RTA, CDBG, USPS, CCISD, community groups, TDLR, etc.~~
- ~~6. Provide an analysis on project impacts towards "re-engineering" and effects on cost savings toward City operations, which this project will affect.~~
- ~~7. Provide anticipated index of drawings and specifications.~~
- ~~8. Provide a summary table & required ROW parcels~~
- ~~q) Submit one (1) copy in an approved electronic format, and one (1) paper copy of the Draft Engineering Letter Report.~~
- ~~r) Submit computer model file, results and calculations used to analyze drainage.~~
- ~~s) Conduct Project review meeting with City staff to review and receive City comments on the Draft Engineering Letter Report as scheduled by City Project Manager.~~
- ~~t) Assimilate all City review comments of the Draft Engineering Letter Report and provide one (1) set of the Final Engineering Letter Report (ELR) (electronic and hard copies using City Standards as applicable) suitable for reproduction.~~
- ~~u) Assist City in presenting summary of ELR findings to the Bicycle and Pedestrian Subcommittee and the Transportation Advisory Committee (TAC). Prepare PowerPoint presentation, handouts and exhibits for meeting. Provide follow up and response to comments.~~

City staff will provide one set only of the following information (as applicable):

- a) Electronic index and database of City's record drawing and record information.
- b) Requested record drawings, record information in electronic format 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) Applicable Master Plans and GIS mapping are available on the City's website.
- f) City Control survey Bench marks and coordinates.
- g) Preliminary Traffic impact assessment.



The records provided for A/E's use under this contract are proprietary, copyrighted, and authorized for use only by A/E, and only for the intended purpose of this project. Any unauthorized use or distribution of the records provided under this contract is strictly prohibited.

2. **Design Phase.** Upon approval of the preliminary phase, designated by receiving authorization to proceed, the A/E will:
- a) Provide coordination with electric and communication utility companies and private pipeline companies that may have existing facilities and must be relocated to accommodate the proposed improvements.
  - b) Provide assistance to 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).
  - c) Prepare construction documents in City standard format for the work identified in the approved ELR. Construction plans to include improvements or modifications to the storm water, water and wastewater systems within the project limits. Include standard City of Corpus Christi detail sheets as appropriate. **It is assumed that only one design bid package will be used for both Beach Access Roads. If at any time the City requests separate bid packages the A/E will re-negotiate fees for this phase to accommodate the City's request.**
  - d) Prepare construction plans in compliance with CPPSCF using English units on 11"x 17".
    - 1. Prepare Traffic Control and Construction Sequencing Plans. The TCP will include construction sequencing, typical cross section and construction phasing plan sheets, warning and barricades, as well as standards sheets for barricades, traffic control plan, work zone pavement markings and signage.
    - 2. Provide Storm Water Pollution Prevention Plan, including construction drawings.
  - e) Furnish one (1) set of the **interim plans** (60% submittal - electronic and hard copies using City Standards as applicable) to the City staff for review and approval purposes with estimates of probable construction costs. Identify distribution list for plans and bid documents to all affected franchise utilities.
    - 1. **Required** with the interim plans is a "**Plan Executive Summary, project checklist & drawing checklist**" which will identify and summarize the project by distinguishing key elements and opinion of probable project costs.
    - 2. **Attend** 60% submittal meeting with City Staff to assist staff in review of 60% submittal.
  - f) Hold Project 60% review meeting. Prepare meeting agenda and distribute meeting minutes to attendees within five working days of the meeting. Assimilate all review comments, as appropriate and, upon Notice to Proceed.
  - ~~g) Provide one (1) set of the **pre-final plans and bid documents** (90% submittal - electronic and hard copy using City Standards as applicable) to the City staff for review and approval purposes with revised estimates of probable costs. Plan execution summary, project checklist and plan checklist.~~
  - ~~h) Hold Project 90% review meeting. Prepare meeting agenda and distribute meeting minutes to attendees within five working days of the meeting. Assimilate all review comments, and incorporate any requirements into the plans and specifications, and advise City of responding and non-responding participants as appropriate and, upon Notice to Proceed.~~

- i) Provide one (1) set of the final (100%) plans (unsealed and unstamped - electronic and full-size hard copy using City Standards as applicable) for City's final review.
- j) Assimilate all final review comments Upon approval by the Director of Engineering Services, provide one (1) set of the **final plans and contract documents** (electronic and full-size hard copy using City Standards as applicable) suitable for reproduction. Said bid documents henceforth become the shared intellectual property of the City of Corpus Christi and the Consultant. 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.
- k) Provide Quality Assurance/Quality Control (QA/QC) measures to ensure that all submittals of the interim, pre-final (if required), 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. Additional revisions or design submittals are required (and within the scope of Consultant's duties under this contract) if, in the opinion of the City Engineer or designee, Consultant has not adequately addressed City-provided review comments or provided submittals in accordance with City standards..
- l) Prepare and submit Monthly Status Reports to the Project Manager no later than the last Wednesday of each month with action items developed from monthly progress and review meetings. See Exhibit "A-2" for required form.
- m) Provide copy of contract documents along with appropriate fee to Texas Department of Licensing and Regulation (TDLR) for review and approval of accessibility requirements for pedestrian improvements (as authorized by Additional Services).

The City staff will:

- a) Designate an individual to have responsibility, authority, and control for coordinating activities for the construction contract awarded.
- b) Provide the budget for the Project specifying the funds available for the construction contract.
- c) Provide electronic copy 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) Prepare draft Authorization to Advertise (ATA).
- b) Participate in the pre-bid conference and provide a meeting agenda for critical construction activities and elements impacted the project.
- c) Assist the City in solicitation of bids by identification of prospective bidders, and review of bids by solicited interests.
- d) 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.
- e) Attend bid opening, analyze bids, evaluate, prepare bid tabulation, and make recommendation concerning award of the contract.
- f) 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.

- g) Prepare Agenda Memoranda and PowerPoint presentation in City format for City Council Meeting.

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 Administration 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, Contractor submittals and operating and maintenance manuals for conformance to contract documents.
- c) Review and interpret 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 regular visits 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; 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) Review, evaluate and recommend for City consideration Contractor Value Engineering proposal.
- h) Attend final inspection with City staff, provide punch list items to the City's Construction Engineers for contractor completion, and provide the City with a Certificate of Completion for the project upon successful completion of the project.
- i) Review Contractor-provided construction "red-line" drawings. Prepare Project record drawings and provide a reproducible set and electronic file (AutoCAD r.14 or later) within two (2) months of final acceptance of the project. All drawings shall 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.

**B. ADDITIONAL SERVICES**

This section defines the scope of additional services that may only be included as part of this contract if authorized by the Director of Engineering Services. A/E may not begin work on any services under this section without specific written authorization 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 shall, with written authorization by the Director of Engineering Services, perform the following::

1. **Permit Preparation.** Furnish the City all engineering data and documentation necessary for all required permits. The A/E will prepare this documentation for all required signatures. The A/E will prepare and submit identified permits **as applicable** to the appropriate local, state, and federal authorities, including:
  - a. ~~Union Pacific Railroad, Missouri Pacific Railroad, or any other railroad operating in the area~~
  - b. ~~TxDOT utility and environmental permits, multiple use agreements~~
  - c. ~~Wetlands Delineation and Permit~~
  - d. ~~Temporary Discharge Permit~~
  - e. ~~NPDES Permit/Amendments (including SSC, NOI/NOT)~~
  - f. ~~Texas Commission of Environmental Quality (TCEQ) Permits/Amendments~~
  - g. Nueces County
  - h. ~~Texas Historical Commission (THC)~~
  - i. ~~U.S. Fish and Wildlife Service (USFWS)~~
  - j. ~~U.S. Army Corps of Engineers (USACE)~~
  - k. ~~United States Environmental Protection Agency (USEPA)~~
  - l. ~~Texas Department of Licensing and Regulation (TDLR)~~
  - m. Texas General Land Office (TGLO)
  - n. ~~Other agency project specific permits~~
  
2. ~~**Right of Way (ROW) Acquisition Survey.** All work must comply with Category 1-A, Condition I specifications of the Texas Society of Professional Surveyors' Manual of Practice for Land Surveying in the State of Texas, Ninth Edition. All work must be tied to and in conformance with the City's Global Positioning System (GPS) control network. All work must comply with all TxDOT requirements as applicable.~~
  - a) ~~Perform surveys to determine apparent right of way widths.~~
  - b) ~~Research plats, ROW maps, deed, easements, and survey for fence corners, monuments, and iron pins within the existing ROW and analyze to establish existing apparent ROW. A/E must obtain Preliminary Title Reports from a local title company and provide copies of the title reports to the City. Preliminary Title Report shall identify title ownership and any title encumbrances to all right of way to be acquired.~~
  - c) ~~Provide a preliminary base map containing apparent ROW, which will be used by the A/E to develop the proposed alignment and its position relative to the existing and proposed ROW. This preliminary base map must show lot or property lines, land ownership and addresses as per appraisal district records.~~
  - d) ~~Prepare Metes and Bound Instrument with supporting exhibits as required and agreed upon, subsequent to ELR acceptance for ROW parcels, utility easements and temporary construction easements.~~

3. ~~**Topographic Survey and Parcel Descriptions**~~ All work must be tied to and conform with the City's Global Positioning System (GPS) control network and comply with Category 6, Condition 1 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.
- a) ~~Establish Horizontal and Vertical Control.~~
  - b) ~~Establish both primary and secondary horizontal/vertical control.~~
  - c) ~~Set project control points for Horizontal and Vertical Control outside the limits of project construction disturbance.~~
  - d) ~~Horizontal control will be based on NAD 83 State plane coordinates (South Zone), and the data will have no adjustment factor applied i.e. the coordinate data will remain in grid.~~
  - e) ~~Vertical control will be based on NAVD 88.~~
  - f) ~~All control work will be established using conventional (non-GPS) methods. Perform topographic surveys to gather existing condition information.~~
  - g) ~~Locate proposed soil/pavement core holes as drilled by the City's Geotechnical Engineering Consultant.~~
  - h) ~~Obtain x, y, and z coordinates of all accessible existing sanitary sewer, storm sewer, water and gas lines as well as any other lines owned by third parties and locate all visible utilities, wells and signs within the apparent ROW width along project limits. No utility connections will be shown. Surveying services, related to subsurface engineering (SUE) shall be provided as part of the scope of work for SUE.~~
  - i) ~~Locate improvements within the apparent ROW.~~
  - j) ~~Locate and identify trees, at least five inches in diameter within the apparent ROW.~~
  - k) ~~Generate electronic planimetric base map for use in project design.~~
  - l) ~~Set property corners and prepare right of way strip parcel map depicting all parcels proposed for acquisition. Metes and bounds descriptions must indicate parent tract areas based on the most accurate information available. Strip map will show entire parent tracts at "not to scale" and for information only. All existing easements within the parcels to be acquired and those within adjacent parcels must be shown.~~
  - m) ~~Prepare individual signed and sealed parcel maps and legal descriptions for the required right of way acquisition for parcels and easements. A strip map showing all parcels required will be submitted along with parcel descriptions. Additional fees may be required in resolving boundary conflicts between Owners. A/E shall submit parcel maps and legal descriptions prior to the 60% submittal.~~
4. ~~**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.
5. ~~**Public Involvement**~~ Participate in two public meetings. One public meeting shall be held after submittal of the Final Engineering Letter Report and one public meeting shall be held prior to start of project construction. Prepare notices, PowerPoint presentations, handouts and exhibits for meetings. Provide follow up and response to citizen comments. Revise contract drawings to address citizen comments, as directed by the City. Prepare notices, handouts and exhibits for public information meetings.

6. **Subsurface Utility Investigation**

- a) ~~Provide subsurface utility engineering in accordance with ASCE Standard "ASCE C-1, 38-02, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" including, but not limited to, hydro excavation. The proposed subsurface utility investigation will be as follows:~~
- i) ~~Excavation — The survey scope includes working with a subsurface utility excavator to perform Quality Level A investigation of underground utilities in specified areas through the project limit. (Quality Level A involves the use of nondestructive digging equipment at critical points to determine the horizontal and vertical position of underground utilities, as well as the type, size, condition, material, and other characteristics.) Utilities located at this quality level will be physically located and tied to the topographic survey control. The utility will be identified and an elevation will be obtained to the top of the utility.~~
  - ii) ~~Utility Location — The survey scope includes locating certain utilities to Quality Level B (Quality Level B involves surveying visible above ground utility facilities, such as manholes, valve boxes, posts, etc., and correlating this information with existing utility records.) These utilities will be located by obtaining a One-Call Notice and measuring the marked locations.~~
  - iii) ~~Storm Water — Storm water facilities within the project limits will be located to Quality Level C. Locations will be based on the surveyed locations of accessible storm water manholes and drainage inlets.~~
  - iv) ~~Wastewater — Wastewater facilities within the project limits will be located to Quality Level C. Locations will be based on the surveyed locations of accessible wastewater manholes. Wastewater lines that are not to be replaced as part of this project and that fall within the footprint of construction-related excavation shall be located at Quality Level A.~~
  - v) ~~Water — Water facilities within the project limits will be located to Quality Level C.~~
  - vi) ~~Gas — Gas facilities within the project limits will be located to Quality Level C by the A/E. The City of Corpus Christi Gas Department will provide Quality Level A. The A/E will coordinate this activity.~~
- b) ~~Inform local franchises whose utilities fall within the footprint of construction-related excavation of the potential for encountering their utility lines during construction.~~

7. **Construction Observation Services.** To Be Determined.

8. **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.~~

9. **Franchise Utility Coordination.** ~~A/E to meet, coordinate and resolve all required Franchise Utilities that are in conflict with the construction of this project. (AEP, AT&T, private gas lines, etc.)~~



10. **Hydraulic and Hydrologic Modeling and Analysis.** *A/E will provide a hydraulic and hydrologic analysis for the drainage basin of Beach Access Road 3A. A/E will use the analysis to evaluate and model the existing storm water system and provide recommendations for improvements. A/E will provide an electronic copy of the model to City.*
11. **Traffic Control Planning and Design.** *A/E will provide an engineered traffic control plan for this project. The traffic control plan design will include multiple phases, signage, traffic calming devices, pavement markings and will adhere to TMUTCD standards. A/E will coordinate the traffic control plan design with affected adjacent property owners and emergency services.*

Provide the services above authorized in addition to those items shown on Exhibit "A-1" Task List, which provides supplemental description to Exhibit "A". Note: The Exhibit "A-1" Task List does not supersede Exhibit "A".

**II. SCHEDULE**

Date	Activity
May 23, 2016	60% Submittal
June 3, 2016	City Review
June 27, 2016	100% Submittal
July 11, 2016	City Review
August 1, 2016	Final Submittal
August 10, 2016	Advertise for Bids
August 23, 2016	Pre-Bid Conference
September 6, 2016	Receive Bids
September 27, 2016	Contract Award
October 3, 2016	Begin Construction
March 6, 2016	Complete Construction

**III. 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. **The fee for this project is subject to the availability of funds. The Engineer may be directed to suspend work pending receipt and appropriation of funds.** For services provided, A/E will submit monthly statements for services rendered. The statement will be based upon A/E's estimate (and with City's concurrence) of the proportion of the total services actually completed at the time of billing. 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:

**Summary of Fees**

<b>Basic Services Fees</b>	
1. Preliminary Phase	\$0
2. Design Phase	\$66,135
3. Bid Phase	\$2,750
4. Construction Administration Phase	\$1,250
<b>Subtotal Basic Services Fees</b>	<b>\$70,135</b>
<b>Additional Services Fees (Allowance)</b>	
1. Permit Preparation	\$1,800
2. ROW Acquisition Survey	\$0
3. Topographic Survey and Parcel Descriptions*	\$0
4. Environmental Issues*	To Be Determined
5. Public Involvement*	\$0
6. Subsurface Utility Investigation	\$0
7. Construction Observation Services	To Be Determined
8. Warranty Phase	To Be Determined
9. Franchise Utility Coordination	\$0
10. Hydraulic and Hydrologic Modeling and Analysis	\$1,000
11. Traffic Control Planning and Design	\$1,000
<b>Sub-Total Additional Services Fees Authorized</b>	<b>\$3,800</b>
<b>Total Authorized Fee</b>	<b>\$73,935</b>

\*Additional Services which are requested to be authorized in coordination with the notice to proceed for Basic Services.

**COMPLETE PROJECT NAME**

Project No. xxxxxx

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	\$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
<b>Subtotal Basic Services</b>	<b>\$50,101</b>	<b>\$0</b>	<b>\$0</b>	<b>\$50,101</b>	<b>\$750</b>	<b>\$1,500</b>	<b>\$2,500</b>	<b>5%</b>
<b>Additional Services:</b>								
Permitting	\$0	\$0	\$0	\$0	\$0	\$0	\$0	n/a
Warranty Phase	0	0	0	0	0	0	0	n/a
Inspection	9,011	0	0	9,011	0	0	0	0%
Platting Survey	29,090	0	0	29,090	0	0	0	0%
Reporting	1,294	0	0	1,294	0	0	0	0%
O & M Manuals	TBD	TBD	TBD	TBD	TBD	TBD	0	0%
SCADA	TBD	TBD	TBD	TBD	TBD	TBD	TBD	0%
<b>Subtotal Additional Services</b>	<b>\$39,395</b>	<b>\$0</b>	<b>\$0</b>	<b>\$39,395</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>0%</b>
<b>Summary of Fees</b>								
Basic Services Fees	\$50,101	\$0	\$0	\$50,101	\$750	\$1,500	\$2,500	5%
Additional Services Fees	39,395	0	0	39,395	0	0	0	0%
<b>Total of Fees</b>	<b>\$89,496</b>	<b>\$0</b>	<b>\$0</b>	<b>\$89,496</b>	<b>\$750</b>	<b>\$1,500</b>	<b>\$2,500</b>	<b>3%</b>

EXHIBIT C

**Insurance Requirements**

**Pre-Design, Design and General Consulting Contracts**

1.1 Consultant must not commence work under this agreement until all required insurance 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.

1.2 Consultant must furnish to the Director of Engineering Services with the signed agreement a copy 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. **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
<b>PROFESSIONAL LIABILITY (Errors and Omissions)</b>	<b>\$1,000,000 Per Claim</b>  (Defense costs shall be outside policy limits) 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.

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

1.4 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. **Consultant is required to provide City with renewal Certificates.**

1.5 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 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: Engineering Services  
P.O. Box 9277  
Corpus Christi, TX 78469-9277

**1.6 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:**

1.6.1 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.

1.7 Within five (5) calendar days of a suspension, cancellation or non-renewal 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.

1.8 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 remove the exhibit hereunder, and/or withhold any payment(s) if any, which become due to Consultant hereunder until Consultant demonstrates compliance with the requirements hereof.

1.9 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 agreement.

1.10 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 agreement.

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



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:** Govind Development, LLC.

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

**STREET ADDRESS:** 9510 Leopard Street **CITY:** Corpus Christi **ZIP:** 78410

**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
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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
_____	_____
_____	_____
_____	_____

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
_____	_____	_____
_____	_____	_____
_____	_____	_____

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
_____	_____
_____	_____
_____	_____



**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:** Ajmer Kular, P.E. **Title:** Vice President  
(Type or Print)

**Signature of Certifying Person:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**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.