

**AMENDMENT NO. 1
CITY OF CORPUS CHRISTI
CONTRACT FOR PROFESSIONAL SERVICES**

The City of Corpus Christi, a Texas home rule municipal corporation, P.O. Box 9277, Corpus Christi, Nueces County, Texas 78469-9277 (City) acting through its duly authorized City Manager or Designee (Director of Engineering Services) and **Govind Development, LLC**, a Texas corporation, 9359 IH 37, Suite A, Corpus Christi, Nueces County, Texas 78409, (Architect/Engineer – A/E), hereby agree as follows:

1. SCOPE OF PROJECT

Citywide Signage Upgrade and Citywide Street Overlay (Project No. E12215)

Citywide Signage Upgrade - Signage Upgrades will include the roadway signage for collector and arterial roads as identified in Delivery Orders #1 through #5 in the City of Corpus Street Preventative Maintenance program. Signs considered will be within 15-feet of intersecting streets. These upgrades will consist of signage assemblies and aprons to meet TxDOT and City standards with all street name blades being 9-inch extruded with the first letter capitalized. Shown on the attached "Exhibit A-1 AFA Street Listing" and "Locator Map(s)" are the 32 streets (approx. 475 signs) prioritized for the referenced improvements.

Citywide Street Overlay - The Street Overlay Project, which is shown in the attached Exhibit A-1 Project Location Map, will consist of a street overlay for Columbia Street between Horne Road and Villareal Street and a street overlay for Lipan Street between N. Palm Drive and N. 19th Street. This scope of work includes a spot check for base repairs, "rolled" sections of curb & gutter repairs, ADA curb/ramp improvements and a hot mix asphaltic concrete surface course street overlay. The current roadway section for Columbia Street is two (2) travel lanes, one (1) lane in each direction. The current roadway section for Lipan Street is four (4) travel lanes, two (2) in each direction.

2. SCOPE OF SERVICES

The A/E hereby agrees, at its own expense, to perform design services necessary to review and prepare plans, specifications, and bid and contract documents. In addition, A/E will provide monthly status updates (project progress or delays, gantt charts presented with monthly invoices) and provide contract administration services, as described in **Exhibit "A" and "A-1"**, to complete the Project. Work will not begin on Additional Services until requested by the A/E (provide breakdown of costs, schedules), **and** written authorization is provided by the Director of Engineering Services.

A/E services will be "Services for Construction Projects"- (Basic Services for Construction Projects)" which are shown and are in accordance with "Professional Engineering Services- A Guide to the Selection and Negotiation Process, 1993" a joint publication of the Consulting Engineer's Council of Texas and Texas Society of Professional Engineers. For purposes of this contract, certain services listed in this publication as Additional Services will be considered as Basic Services.

3. ORDER OF SERVICES

The A/E agrees to begin work on those authorized Basic Services for this contract upon receipt of the Notice to Proceed from the Director of Engineering Services. Work will not begin on any phase or any Additional Services until requested in writing by the A/E and written authorization is provided by the Director of Engineering Services. The anticipated schedule of the preliminary phase, design phase, bid phase, and construction phase is shown on **Exhibit "A"**. This schedule is not to be inclusive of all additional time that may be required for review by the City staff and may be amended by or with the concurrence of the Director of Engineering Services.

The Director of Engineering Services may direct the A/E to undertake additional services or tasks provided that no increase in fee is required. Services or tasks requiring an increase of fee will be mutually agreed and evidenced in writing as an amendment to this contract. A/E shall notify the City of Corpus Christi within three (3) days of notice if tasks requested requires an additional fee.

4. INDEMNITY AND INSURANCE

A/E agrees to the mandatory contract indemnification and insurance requirements as set forth in **Exhibit "B"**.

5. FEE

The City will pay the A/E a fee, as described in **Exhibit "A"**, for providing services authorized, a total fee not to exceed \$139,335.00 (One Hundred Thirty Nine Thousand Three Hundred Thirty Five Dollars and Zero Cents), for a total re-stated fee not to exceed \$183,335.00 (One Hundred Eighty Three Thousand Three Hundred Thirty Five Dollars and Zero Cents). Monthly invoices will be submitted in accordance with **Exhibit "C"**.

6. TERMINATION OF CONTRACT

The City may, at any time, with or without cause, terminate this contract upon seven days written notice to the A/E at the address of record. In this event, the A/E will be compensated for its services on all stages authorized based upon A/E and City's estimate of the proportion of the total services actually completed at the time of termination.

7. LOCAL PARTICIPATION

The City Council's stated policy is that City expenditures on contracts for professional services be of maximum benefit to the local economy. The A/E agrees that at least 75% of the work described herein will be performed by a labor force residing within the Corpus Christi Metropolitan Statistical Area (MSA). Additionally, no more than 25% of the work described herein will be performed by a labor force residing outside the Corpus Christi Metropolitan Statistical Area (MSA.)

8. ASSIGNABILITY

The A/E will not assign, transfer or delegate any of its obligations or duties in this contract to any other person without the prior written consent of the City, except for routine duties delegated to personnel of the A/E staff. If the A/E is a partnership, then in the event of the termination of the partnership, this contract will inure to the individual benefit of such partner or partners as the City may designate. No part of the A/E fee may be assigned in advance of receipt by the A/E without written consent of the City.

The City will not pay the fees of expert or technical assistance and consultants unless such employment, including the rate of compensation, has been approved in writing by the City.

9. OWNERSHIP OF DOCUMENTS

All documents including contract documents (plans and specifications), record drawings, contractor's field data, and submittal data will be the sole property of the City, may not be used again by the A/E without the express written consent of the Director of Engineering Services. However, the A/E may use standard details that are not specific to this project. The City agrees that any modification of the plans will be evidenced on the plans, and be signed and sealed by a professional engineer prior to re-use of modified plans.

10. DISCLOSURE OF INTEREST

A/E further agrees, in compliance with City of Corpus Christi Ordinance No. 17112, to complete, as part of this contract, the *Disclosure of Interests* form.

CITY OF CORPUS CHRISTI

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

RECOMMENDED

Operating Department Date

APPROVED

Office of Management Date
and Budget

GOVIND DEVELOPMENT, LLC

Govind Nadkarni, P.E. 6/9/14
Govind Nadkarni, P. E. Date

President
9359 IH 37, Suite A
Corpus Christi, TX 78409
(361) 241-2777 Office
(361) 241-2200 Fax

ATTEST

Rebecca Huerta, City Secretary

Project No. E12215
Fund Source No. 530000-1041-12415-E12215
Fund Source Name: Streets Fund
Encumbrance No. _____

EXHIBIT "A"
CITY OF CORPUS CHRISTI, TEXAS
CITYWIDE SIGNAGE UPGRADES AND STREET OVERLAY
PROJECT NO. E12215

AMENDMENT NO. 1

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.** No Preliminary Phase Services on Amendment No. 1. Preliminary Phase Services provided under the original contract.

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) 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.
 - b) 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. **Attend** 60% submittal meeting with City Staff to assist staff in review of 60% submittal.
 - c) Hold Project 60% review meeting. Prepare meeting agenda and distribute meeting meetings to attendees within five working days of the meeting. Assimilate all review comments, as appropriate and, upon Notice to Proceed.

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- d) 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.
- e) 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.
- f) 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.

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 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

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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) 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.
- d) 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.
- e) Review, evaluate and recommend for City consideration Contractor Value Engineering proposal.

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

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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. Texas Department of Licensing and Regulation (TDLR)

2. **Topographic Survey** All work must be tied to and conform with the City's Global Positioning System (GPS) control network and comply with Category 6, Condition I specifications of the Texas Society of Professional Surveyors' □ Manual of Practice for Land Surveying in the State of Texas, Ninth Edition. Include reference to a minimum of two (2) found boundary monuments from the project area.
 - a) Locate improvements within the apparent ROW.
 - b) Generate electronic planimetric base map for use in project design. Planimetric base map will be limited to locating proposed ADA ramp locations, proposed sidewalk locations, rolled curb and gutter and establishing project baseline for Columbia Street and Lipan Street improvements

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. PROJECT SCHEDULE

Date	Activity
May 27, 2014	Notice To Proceed
May 30, 2014	60% Design Submittal
June 06, 2014	TXDOT/City Review
July 01, 2014	100% Final Submittal
July 14, 2014	Advertise for Bids
August 18, 2014	Pre-Bid Conference
September 1, 2014	Receive Bids
August 30, 2014	Contract Award
October 6, 2014	Begin Construction
January 30, 2015	Complete Construction

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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

		ORIGINAL CONTRACT	AMEND. NO. 1	TOTAL
BASIC SERVICES				
1	Preliminary Phase	\$44,000.00	\$0.00	\$44,000.00
2	Design Phase	0.00	103,185.00	103,185.00
3	Bid Phase	0.00	4,400.00	4,400.00
4	Construction Phase	0.00	17,500.00	17,500.00
Subtotal Basic Services		44,000.00	125,085.00	169,085.00
ADDITIONAL SERVICES				
1	Permit Preparation	0.00	4,250.00	4,250.00
2	Topographic Survey	0.00	10,000.00	10,000.00
Subtotal Additional Services		0.00	14,250.00	14,250.00
TOTAL		\$44,000.00	\$139,335.00	\$183,335.00
		05/16/14 Admin Approv	M2014-	

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

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EXHIBIT "A-1"
TASK LIST

(Provides supplemental description to Exhibit 'A'. Task List does not supersede Exhibit 'A'.)

CITY OF CORPUS CHRISTI, TEXAS
Citywide Signage Upgrades and Street Overlay
Project No. E12215

Basic Services

- 1) Project includes providing existing sign locations and new sign installation for collector and arterial streets in the City of Corpus Christi Delivery Orders 1-5. Project scope includes upgrades foundation, pole assembly, and signage.

Delivery Order # 1: a. Baldwin Blvd from Airport to Morgan
b. Nineteenth Street from Hospital to Buford
c. Agnes Street from Shawnee to Baldwin Blvd
d. Port Street from Sonora to Baldwin Blvd
e. Angela Street from Horne Road to West Point
f. Eighteenth Street from Isabel to Prescott
g. Comanche from Port Avenue to Palm Street

Delivery Order # 2: a. Waldron Road from Claire to Padre Island Drive
b. Graham Road from Meeks to Flour Bluff Drive
c. Campton Road from Waldron Road to First National
d. Yorktown Blvd from Oso Creek Bridge to Flour Bluff Drive
e. Matlock Street from Behrman to McIver
f. St Francis Street from St. Benedict Ct. to St. Dominic Ct.
g. Glenoak from Flour Bluff Drive to Waldron Road

Delivery Order # 3: a. Yorktown Blvd from Starry to Oso Creek Bridge (East)
b. Cedar Pass from Sun Valley Drive to Holly Ridge
e. Cedar Pass Drive from Holly Ridge to Aspen Grove
c. Sun Valley Drive from Snowmass Street to Eldora Drive
d. Woodway Drive from Brookedge to Windbrook Lane
f. Everhart Road from Holly Road to May Street
g. Sanders Drive from Coody Drive to Snead Drive
h. Dunbarton Oak from Patti Drive to Sudbury Road
i. Dunbarton Oak from Durham Drive to Earnhart
j. Victoria Park from Quebec to Oso Parkway
j. Spohn South from Saratoga Blvd to Spohn Drive

Delivery Order # 4: a. Lipan Street from Palm Drive to Nineteenth Street
b. Elizabeth Street from Second Street to Fifth Street
c. Leopard Street from Nueces Bay and Up River Road

Delivery Order # 5:

- a. Bear Lane from Jr Beck to Heinsohn Road
- b. Columbia Street from Horne Road to Villarreal Street
- c. Weber Road from Barnes Street to Bradford
- d. Gollihar Rd from Cottage to Townsend

2. **Provide Engineering Services for the Overlay Design of Columbia Street from Horne Road to Villarreal Street and Lipan Street from Palm Drive to Nineteenth Street. Resurfacing will include spot base repairs, ADA compliant curb ramps, rolled curb and gutter, and sidewalk installation.**
3. **Attend and participate in planning meetings with the City of Corpus Christi and TXDOT.**
4. **Prepare opinion of probable construction costs including contingency amounts.**
5. **Address comments received from the City of Corpus Christi and TXDOT 60% design submittal.**
6. **Address comments received from the City and TXDOT for final submittal.**

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

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

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

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

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

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

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

INDEMNIFICATION AND HOLD HARMLESS

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

COMPLETE PROJECT NAME

Project No. XXXX

Invoice No. 12345

Invoice Date:

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



City of
Corpus
Christi

SUPPLIER NUMBER
TO BE ASSIGNED BY CITY
PURCHASING DIVISION

CITY OF CORPUS CHRISTI DISCLOSURE OF INTEREST

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

COMPANY NAME: Govind Development, LLC

P. O. BOX: N/A

STREET ADDRESS: 9359 IH-37, Suite A CITY: Corpus Christi ZIP: 78409

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

DISCLOSURE QUESTIONS

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

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

Name	Department (if known)	Job Title	and City
<u>N/A</u>			

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

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

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

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

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

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

FILING REQUIREMENTS

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

CERTIFICATION

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

Certifying Person: Govind Nadkarni, P.E. Title: President
(Type or Print)

Signature of Certifying Person: Govind Nadkarni, P.E. Date: 1/13/14

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.