

AGREEMENT
for
Construction Materials Testing and Engineering Services

This AGREEMENT is between the City of Corpus Christi, Texas, a Texas home-rule municipal corporation ("CITY"), acting through its duly authorized City Manager or designee ("City Engineer"), and **ROCK ENGINEERING & TESTING LABORATORY INC.**, a Texas corporation or partnership ("LAB"), acting through its duly authorized representative who is Curtis A. Rock, Business Development Manager, which agree as follows:

1. **DECLARATIONS:** "CITY" desires to engage "LAB" to provide services in connection with City's project, described as follows: **Yorktown Boulevard Phase 2 from Cimarron Boulevard to Rodd Field Road BOND ISSUE 2012 (Project No. E10100)** ("PROJECT").

2. **SCOPE OF WORK:** "LAB" shall provide services to the PROJECT in accordance with the accompanying Scope of Services and Fee Schedule attached as "Exhibit A" and the Terms and Conditions to AGREEMENT attached as "Exhibit B".

3. **FEE:** The "CITY" agrees to pay the "LAB" for services provided in accordance with Exhibit "A", Scope of Services and Fee Schedule under this AGREEMENT, a total fee not to exceed **\$84,201.00 (Eighty Four Thousand Two Hundred One Dollars and Zero Cents)**.

4. **INDEMNIFICATION AND HOLD HARMLESS:** The Consultant 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 C".

5. **CITY'S DISCLOSURE OF HAZARDOUS & TOXIC MATERIALS AND CONDITIONS AT THE PROJECT SITE.** To the best of the City's knowledge, based upon currently available information, the only hazardous or toxic materials, as defined by the laws and regulations of the Federal government, the state, and city which exist at the PROJECT SITE are as follows: None.

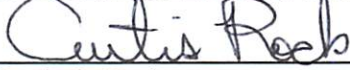
CITY OF CORPUS CHRISTI

Oscar R. Martinez, (Date)
Assistant City Manager

RECOMMENDED

 2/28/13
Daniel Biles, P.E. (Date)
Director of Engineering Services

ROCK ENGINEERING & TESTING LABORATORY

 2-28-13
Curtis A. Rock (Date)
Business Development Manager
6817 Leopard Street
Corpus Christi, TX 78409
(361) 883-4555 Office
(361) 883-4711 Fax

APPROVED AS TO FORM

Office of Management (Date)
and Budget

Project No. <u>E10100</u>
Fund Source No. <u>550920-3549-00000-E10100</u>
Fund Name <u>Street 2013 GO CIP (Bond 2012)</u>
Encumbrance No. _____

RECEIVED
FEB 27 2013
CORPUS CHRISTI ENGINEERS/VP



- GEOTECHNICAL ENGINEERING
- CONSTRUCTION MATERIALS ENGINEERING & TESTING
- SOILS • ASPHALT • CONCRETE

February 27, 2013

City of Corpus Christi
P.O. Box 9277
Corpus Christi, Texas 78401

Attn: Mr. Dan Biles, P.E. – Director of Engineering

**SUBJECT: ESTIMATED TESTING BUDGET FOR THE PROPOSED
Yorktown Boulevard Phase 2 (Cimarron Blvd. to Rodd Field)
City Project No.: E10100
Corpus Christi, Texas
RETL Proposal Number: P022113A – Rev. 1**

Dear Mr. Biles,

Rock Engineering and Testing Laboratory, Inc. (RETL) (TBPE Firm No. 2101) is pleased to be selected to perform the required Construction Materials Testing for the above referenced project. **The Estimated Construction Materials Testing Budget for the Base Bid is \$83,911.00; there is no testing required for Add. Alt. #1 and Add. Alt. No. #2 is an additional \$290.00**

We understand that we have been chosen to provide these services for this publicly funded project. Therefore, by providing cost information we are not in violation of the Texas Professional Services Procurement Act.

The estimated construction materials testing budget is based on a review of the information provided to RETL. An estimated breakdown of field and laboratory testing required is included as an attachment.

Please make note that the actual fees invoiced for this project will be based on the actual testing performed. The total fee assessed will be dependent on the contractor's construction techniques, number of trips made to the jobsite, elapsed time from technician arrival to commencement of testing activities, and any time the technician is required to be on-site but not performing testing activities.

Please be advised that weekend Technician time will be invoiced portal to portal at an additional rate of \$31.00 per hour.

RETL appreciates your consideration of our firm to assist you during the construction phase of your project. If you agree with this proposal, please sign the attached Laboratory Testing Services Agreement, submit the Distribution List and provide billing information. Please do not hesitate to contact me at (361) 883-4555 if you have any questions regarding the proposal or would like to discuss further.

Sincerely,

A handwritten signature in black ink that reads "Sandra Kirk". The signature is written in a cursive, flowing style.

Sandra Kirk
Project Estimator

Date: February 27, 2013
 Project Name: Yorktown Blvd. Phase 2 (Cimarron Blvd. to Rodd Field)
 City Project No.: E10100
 Contact: Mr. Dan Biles, P.E. - Director of Engineering
 Contact Information: City of Corpus Christi

		<u>Test Quantity</u>	<u>Unit Fee</u>	<u>Fee</u>
PARKING & PAVE				
Subgrade				
Description:	12" Compact Subgrade	Sample Charge	\$57.00	\$57.00
Square Yardage:	39,723			
Proctor Type:	Standard	1	\$215.00	\$215.00
Test Frequency:	Per 200 LF Lane/Lift	115	\$44.00	\$5,060.00
Paving Section				
Base				
Description:	10" Crushed Limestone Flexible Base	Sample Charge	\$57.00	\$114.00
Square Yardage:	39,723			
Proctor Type:	Modified	2	\$253.00	\$506.00
Test Frequency:	Per 200 LF Lane/Lift	115	\$44.00	\$5,060.00
Additional Test:	Atterberg Limits and Gradation	2	\$188.00	\$376.00
Additional Test:	LA Abrasion Loss	2	\$321.00	\$642.00
Additional Test:	Wet Ball Mill Test	2	\$321.00	\$642.00
HMAC				
Description:	5" HMAC Pavement (Type B) Base Course	Sample Charge	\$57.00	\$1,083.00
Square Yardage:	39,723			
Tonage:	9,216			
Full Series Freq.:	1 every 500 Tons	19	\$616.00	\$11,704.00
Cored in Place Freq.:	1 every 1,000 LF of Street	5	\$99.00	\$495.00
HMAC				
Description:	2" HMAC Pavement (Type D) Base Course	Sample Charge	\$57.00	\$513.00
Square Yardage:	39,723			
Tonage:	4,370			
Full Series Freq.:	1 every 500 Tons	9	\$616.00	\$5,544.00
Cored in Place Freq.:	1 every 1,000 LF of Street	5	\$99.00	\$495.00
Driveway				
Description:	6" Concrete Driveway			
Square Footage:	11,965			
Density Frequency:	2 per Driveway	10	\$44.00	\$440.00
Concrete				
Set Size:	Concrete Cylinders (set of 4)	5	\$176.00	\$880.00
Test Schedule:	1 @ 7 days & 3 @ 28 days			
Concrete Strength:	3000 PSI			
Test Frequency:	1set every 2,500 SF			
STORM WATER DRAINAGE IMPROVEMENTS				
Initial Backfill				
Proctor Type:	Standard	Sample Charge	\$57.00	\$57.00
		1	\$215.00	\$215.00
Final Backfill				
Proctor Type:	Standard	Sample Charge	\$57.00	\$57.00
		1	\$215.00	\$215.00
Additional Test:	Atterberg Limits and Gradation	1	\$188.00	\$188.00
Stormwater				
Line Description:	18" Dia. - 72" Dia. RCP			
Line Length (LF):	5,664	145	\$44.00	\$6,380.00
Test Frequency:	1 every 200 LF per 12" Interval			
Number of Lifts:	5			

Date: February 27, 2013
 Project Name: Yorktown Blvd. Phase 2 (Cimarron Blvd. to Rodd Field)
 City Project No.: E10100
 Contact: Mr. Dan Biles, P.E. - Director of Engineering
 Contact Information: City of Corpus Christi

		<u>Test Quantity</u>	<u>Unit Fee</u>	<u>Fee</u>
Culvert				
Description:	Precast Concrete Box Culvert			
Box Length (LF):	502	12	\$44.00	\$528.00
Test Frequency:	1 every 200 LF per 12" Interval			
Number of Lifts:	4			
Inlets				
Number of Inlets:	37			
Set Size:	Concrete Cylinders (set of 4)	7	\$176.00	\$1,232.00
Test Schedule:	1 @ 7 days & 3 @ 28 days			
Test Frequency:	1 set every 6 items			
Manholes				
Number of Manholes:	19			
Set Size:	Concrete Cylinders (set of 4)	10	\$176.00	\$1,760.00
Test Schedule:	1 @ 7 days & 3 @ 28 days			
Test Frequency:	1 set every 3 items			
Junction Box				
	1 set every 2 items			
Number of Junction Box:	1			
Set Size:	Concrete Cylinders (set of 4)	1	\$176.00	\$176.00
Test Schedule:	1 @ 7 days & 3 @ 28 days			
Test Frequency:	1 set			
Bar Ditches				
Description:	Backfill Existing Bar Ditches			
Linear Footage:	7,946	80	\$44.00	\$3,520.00
Density Frequency:	1 every 200 LF per 12" Interval			
Number of Lifts:	2			
Rip Rap				
Description:	5" Concrete Riprap			
Square Footage:	450			
Set Size:	Concrete Cylinders (set of 4)	1	\$176.00	\$176.00
Test Schedule:	1 @ 7 days & 3 @ 28 days			
Test Frequency:	1 set			
Head Wall				
Description:	Modify Existing Head Wall at Bear Creek			
Set Size:	Concrete Cylinders (set of 4)	1	\$176.00	\$176.00
Test Schedule:	1 @ 7 days & 3 @ 28 days			
Test Frequency:	1 set			
Curb and Gutter				
Description:	6" Concrete Curb & Gutter (Catch Curb)			
Linear Footage:	9,500			
Density Frequency:	1 every 200 LF (Under & Behind Curb)	96	\$44.00	\$4,224.00
Concrete				
Set Size:	Concrete Cylinders (set of 4)			
Test Schedule:	1 @ 7 days & 3 @ 28 days	19	\$176.00	\$3,344.00
Test Frequency:	1 every 500 LF			

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		<u>Test Quantity</u>	<u>Unit Fee</u>	<u>Fee</u>
Curb and Gutter				
Description:	6" Concrete Curb & Gutter (Reverse & Header Curb)			
Linear Footage:	9,225			
Density Frequency:	1 every 200 LF (Under & Behind Curb)	94	\$44.00	\$4,136.00
Concrete				
Set Size:	Concrete Cylinders (set of 4)			
Test Schedule:	1 @ 7 days & 3 @ 28 days	19	\$176.00	\$3,344.00
Test Frequency:	1 every 500 LF			
Sidewalk				
Description:	Replace Concrete Sidewalk			
Square Footage:	100			
Density Frequency:	1 per 5,000 SF at Subgrade	1	\$44.00	\$44.00
Concrete				
Set Size:	Concrete Cylinders (set of 4)			
Test Schedule:	1 @ 7 days & 3 @ 28 days	1	\$176.00	\$176.00
Test Frequency:	1 every 500 LF			

WATER DISTRIBUTION IMPROVEMENTS

Initial Backfill				
Proctor Type:	Standard (Same as Storm Water Drainage Improvements)			
Final Backfill				
Proctor Type:	Standard (Same as Storm Water Drainage Improvements)			
Additional Test:	Atterberg Limits and Gradation (Same as Storm Water Drainage Improvements)			
Water				
Line Description:	6", 8" & 12" Water Line			
Line Length (LF):	1,871			
Test Frequency:	1 every 200 LF per 12" Interval	30	\$44.00	\$1,320.00
Number of Lifts:	3			
Fire Hydrants				
Number of Fire Hydrants:	6			
Set Size:	Concrete Cylinders (set of 4)	2	\$176.00	\$352.00
Test Schedule:	1 @ 7 days & 3 @ 28 days			
Test Frequency:	1 set every 3 items			

BILL WITT PARK ENTRANCE

Subgrade				
Description:	12" Compact Subgrade	Sample Charge	\$57.00	\$57.00
Square Yardage:	788			
Proctor Type:	Standard	1	\$215.00	\$215.00
Test Frequency:	Per 200 LF Lane/Lift	3	\$44.00	\$132.00
Paving Section				
Base				
Description:	6" & 8" Crushed Limestone Flexible Base	Sample Charge	\$57.00	\$57.00
Square Yardage:	788			
Proctor Type:	Modified	1	\$253.00	\$253.00
Test Frequency:	Per 200 LF Lane/Lift	3	\$44.00	\$132.00
Additional Test:	Atterberg Limits and Gradation	1	\$188.00	\$188.00
Additional Test:	LA Abrasion Loss	1	\$321.00	\$321.00

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		<u>Test Quantity</u>	<u>Unit Fee</u>	<u>Fee</u>
HMAC				
Description:	2" HMAC Pavement	Sample Charge	\$57.00	\$57.00
Square Yardage:	381			
Tonage:	42			
Full Series Freq.:	1 every 500 Tons	1	\$616.00	\$616.00
Cored in Place Freq.:	1 every 1,000 LF of Street	1	\$99.00	\$99.00
Concrete				
Description:	6" Concrete Pavement			
Cubic Yards:	22			
Set Size:	Concrete Beams (set of 4)	2	\$272.00	\$544.00
Test Schedule:	1 @ 7 days & 3 @ 28 days			
Test Frequency:	1 set per Day's Pour			
Additional Test:	Air Content	2	\$15.00	\$30.00
Curb and Gutter				
Description:	6" Concrete Header Curb			
Linear Footage:	140	2	\$44.00	\$88.00
Density Frequency:	1 every 200 LF (Under & Behind Curb)			
Concrete				
Set Size:	Concrete Cylinders (set of 4)			
Test Schedule:	1 @ 7 days & 3 @ 28 days	1	\$176.00	\$176.00
Test Frequency:	1 every 500 LF			
ADA PEDESTRAIN IMPROVEMENTS				
Sidewalk				
Description:	4" Concrete Sidewalk			
Square Footage:	43,555			
Density Frequency:	1 per 5,000 SF at Subgrade	9	\$44.00	\$396.00
Concrete				
Set Size:	Concrete Cylinders (set of 4)	11	\$176.00	\$1,936.00
Test Schedule:	1 @ 7 days & 3 @ 28 days			
Test Frequency:	1 set every 4,000 SF			
Ramp				
Description:	Concrete Curb Ramp			
Square Footage:	585			
Set Size:	Concrete Cylinders (set of 4)	1	\$176.00	\$176.00
Test Schedule:	1 @ 7 days & 3 @ 28 days			
Test Frequency:	1 set every 4,000 SF			
Curb and Gutter				
Description:	Concrete Sidewalk Retaining Curb (18" Max. Height)			
Linear Footage:	300			
Density Frequency:	1 every 200 LF (Under & Behind Curb)	4	\$44.00	\$176.00
Concrete				
Set Size:	Concrete Cylinders (set of 4)			
Test Schedule:	1 @ 7 days & 3 @ 28 days	1	\$176.00	\$176.00
Test Frequency:	1 every 500 LF			

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	<u>Test Quantity</u>	<u>Unit Fee</u>	<u>Fee</u>
STREET LIGHTING IMPROVEMENTS (NO TESTING REQUIRED)			
CYLINDER PICK-UP FEES	45	\$43.00	\$1,935.00
TRANSPORTATION FEES			
Location: Corpus Christi, Texas	236	\$45.00	\$10,620.00
ADMINISTRATION FEES (1 Time Fee Per Project)	1	\$85.00	\$85.00
ESTIMATED TOTAL			\$83,911.00

*This is only an estimate. Please make note that the actual fees invoiced for this project will be based on the actual testing performed. The total fee assessed will be dependent on the contractor's construction techniques, number of trips made to the jobsite, elapsed time from technician arrival to commencement of testing activities, and any time the technician is required to be on-site but not performing testing activities.

Date: February 27, 2013
 Project Name: Yorktown Blvd. Phase 2 (Cimarron Blvd. to Rodd Field)
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ADDITIVE ALTERNATE NO. 1 - ELECTRICAL CONDUIT FOR FUTURE M.I.S. (NO TESTING REQUIRED)

ADDITIVE ALTERNATE NO. 2 - RTA BUS STOP PADS

Paving Section

Base

Description:	10" Crushed Limestone Flexible Base			
Square Yardage:	200			
Proctor Type:	Modified (Same as Street Improvements)			
Test Frequency:	Per 200 LF Lane/Lift	3	\$44.00	-\$132.00
Additional Test:	Atterberg Limits and Gradation (Same as Street Improvements)			
Additional Test:	LA Abrasion Loss (Same as Street Improvements)			

Base

Description:	7" Crushed Limestone Flexible Base			
Square Yardage:	788			
Proctor Type:	Modified (Same as Street Improvements)			
Test Frequency:	Per 200 LF Lane/Lift	3	\$44.00	\$132.00
Additional Test:	Atterberg Limits and Gradation (Same as Street Improvements)			
Additional Test:	LA Abrasion Loss (Same as Street Improvements)			

HMAC

Description:	2" & 5" HMAC Pavement (Not Required)	Sample Charge	\$57.00	\$57.00
Square Yardage:	381			
Tonage:	42			
Full Series Freq.:	1 every 500 Tons	1	\$616.00	-\$616.00
Cored in Place Freq.:	1 every 1,000 LF of Street	1	\$99.00	\$99.00

Concrete

Description:	9" Concrete Pavement			
Cubic Yards:	40			
Set Size:	Concrete Beams (set of 4)	1	\$272.00	\$272.00
Test Schedule:	1 @ 7 days & 3 @ 28 days			
Test Frequency:	1 set every 50 CY			
Additional Test:	Air Content	1	\$15.00	\$15.00

Sidewalk

Description:	4" Concrete Sidewalk (Not Required)			
Square Footage:	300			
Set Size:	Concrete Cylinders (set of 4)	1	\$176.00	\$176.00
Test Schedule:	1 @ 7 days & 3 @ 28 days			
Test Frequency:	1 set every 4,000 SF			

Landing

Description:	5" Concrete Landing			
Square Footage:	600			
Set Size:	Concrete Beams (set of 4)	1	\$272.00	\$272.00
Test Schedule:	1 @ 7 days & 3 @ 28 days			
Test Frequency:	1 set every 4,000 SF			
Additional Test:	Air Content	1	\$15.00	\$15.00

TOTAL ADDITIVE ALTERNATE NO.2 \$290.00

TERMS AND CONDITIONS TO AGREEMENT

ARTICLE 1. SERVICES: "LAB" will:

- 1.1 Provide only those services requested by "CITY ENGINEER" that, in the opinion of "LAB", lie within the technical or professional areas of expertise of "LAB" and which "LAB" is adequately staffed and equipped to perform.
- 1.2 Perform technical services under the supervision of a licensed professional engineer and in compliance with the basic requirements of the appropriate standards of the American Society for Testing and Materials, where applicable, and other standards designated in writing by the "CITY ENGINEER."
- 1.3 Promptly submit formal reports (printed and electronic copies) of tests, inspections and services performed indicating, where applicable, compliance with the PROJECT specifications or other contract documents. Such reports must be complete and factual, citing the tests performed, methods employed, values obtained, and parts of the structure of THE PROJECT area subjected to any testing.
- 1.4 Utilize testing equipment which has been calibrated according to applicable standards and, upon request, submit to the "CITY ENGINEER", or his authorized representative, documentation of such calibration.

Secure representative samples of those materials that the City's Contractor proposes to use which require testing, together with relevant data concerning such materials including the point of origin and supplier.
- 1.5 Consider reports to be confidential, and distribute reports only to those persons, organizations or agencies specifically designated in writing by the "CITY ENGINEER".
- 1.6 Retain records relating to services performed for "CITY" for a period of two years following submission of any reports, during which period the records will be made available to the "CITY" at all reasonable times.
- 1.7 Pay salaries, wages, expenses, social security taxes, federal and state unemployment taxes, and any other similar payroll taxes relating to the services.

ARTICLE 2. CITY RESPONSIBILITIES: City Engineer or authorized representative will:

- 2.1 Provide "LAB" with all plans, specifications, addenda, change orders, approved shop drawings and other information for the proper performance of services by "LAB".
- 2.2 Issue authorization in writing giving "LAB" free access to THE PROJECT site, and to all shops or yards where materials are prepared or stored.
- 2.3 Designate in writing those persons or firms which will act as the "CITY's" representative with respect to "LAB'S" services to be performed under this AGREEMENT and which must be promptly notified by "LAB" when it appears that materials tested or inspected are in non-compliance. Only the "CITY ENGINEER" or his designated representative have authority to transmit instructions, receive information and data, interpret and define the CITY's policies and decisions with respect to THE PROJECT. "LAB" acknowledges that certain "CITY" representatives may have different types of authority concerning THE PROJECT.
- 2.4 Advise "LAB" sufficiently in advance of any operations so as to allow for assignment of personnel by "LAB" for completion of the required services. Such advance notice will be in accordance with that established by mutual agreement of the parties.

- 2.5 Direct THE PROJECT contractor, either by the Construction Contract or direct written order to:
- (a) Stop work at the appropriate times for "LAB" to perform contracted services;
 - (b) Furnish such labor and all facilities needed by "LAB" to obtain and handle samples at THE PROJECT and to facilitate the specified inspection and tests;
 - (c) Provide and maintain for use of "LAB" adequate space at THE PROJECT for safe storage and proper curing of test specimens which must remain on THE PROJECT site prior to, during, and up to 60 days after testing.

ARTICLE 3. GENERAL CONDITIONS

- 3.1 "LAB", by the performance of services covered hereunder, does not in any way assume, abridge or abrogate any of those duties, responsibilities or authorities with regard to THE PROJECT which, by custom or contract, are vested in THE PROJECT architects, design engineers, or any other design agencies or authorities.
- 3.2 "LAB" is not authorized to supervise, alter, relax, enlarge or release any requirement of THE PROJECT specifications or other contract documents nor to approve or accept any portion of the work. "LAB" does not have the right of rejection or the right to stop the work. "CITY ENGINEER" will direct THE PROJECT contractor to stop work at appropriate times for "LAB" to conduct the sampling, testing, or inspection of operations covered by the AGREEMENT.

ARTICLE 4. FIELD MONITORING AND TESTING

- 4.1 "CITY" and "LAB" agree that "LAB" will be on-site to perform inspections for contracted services. The "CITY" and "LAB" also agree that "LAB" will not assume responsibility for PROJECT Contractor's means, methods, techniques, sequences or procedures of construction, and it is understood that the final services provided by "LAB" will not relieve the PROJECT Contractor of his responsibilities for performing the work in accordance with THE PROJECT plans and specifications. For the purposes of this AGREEMENT, the word "inspection" is used to mean periodic observation of the work and the conducting of tests by "LAB" as specified in the AGREEMENT. Continuous monitoring by "LAB" or its subcontractors does not mean that "LAB" is approving placement of materials. Inspection is not and should not be construed to be a warranty by "LAB" to the "CITY" or any other party.
- 4.2 Samples collected or tested by "LAB" remain the property of the "CITY" while in the custody of the "LAB". "LAB" will retain the samples for a period of 60 days following the date of submission of any report related to the sample. Following the retention period, "LAB" will dispose of non-hazardous samples, and return hazardous, acutely toxic, or radioactive samples and samples containers and residues to "CITY". "CITY" agrees to accept such samples and samples containers.

ARTICLE 5. STANDARD OF CARE AND WARRANTY

Services performed by "LAB" will be conducted in a manner consistent with that level of care and skill ordinarily exercised by reputable members of the profession currently practicing under similar conditions in the same locality. No other warranty either expressed or implied is made or intended by the AGREEMENT or any reports. "LAB" will not be responsible for the interpretation or use by others of data developed by "LAB".

ARTICLE 6. SAFETY

"CITY" and "LAB" agree that, in accordance with the generally accepted construction practice, the PROJECT'S general contractor will be solely and completely responsible for working conditions on THE PROJECT, including safety of all persons and property during the performance of the work, and for

compliance with all municipal, state, and federal laws, rules and regulations, including OSHA. The duty of "LAB" in providing services is not, therefore, to include any review of, or responsibility for, the adequacy of the PROJECT'S general contractor's safety measures in, on, or near THE PROJECT site.

ARTICLE 7. INVOICES AND PAYMENT

"LAB" will submit progress invoices to "CITY ENGINEER" monthly and final invoice upon completion of services. Each invoice is due and payable by "CITY" within 30 days of receipt and approval to pay by the City Engineer.

ARTICLE 8. EXTENT OF AGREEMENT

- 8.1 This AGREEMENT, including Exhibit "A" and these terms and conditions, represents the entire AGREEMENT between "CITY" and "LAB" and supersedes all prior negotiation, representations or agreements, written or oral. This AGREEMENT may be amended only by a written instrument signed by duly authorized representative of "CITY" and "LAB". If any conflict occurs between these terms and conditions and this AGREEMENT, these terms and conditions are controlling.
- 8.2 In the event that any one or more of the provisions contained in this AGREEMENT are for any reason held invalid, illegal or unenforceable in any respect, the remaining terms will be in full effect and this AGREEMENT will be construed as if the invalid or unenforceable matters were never included in this AGREEMENT. No waiver of any default will be a waiver of any future default.
- 8.3 Neither party will assign this AGREEMENT without the express written approval of the other, but "LAB" may subcontract laboratory procedures as "LAB" deems necessary to meet the obligations of this AGREEMENT.

Exhibit "C"
Mandatory Requirements
(Revised November, 2005)

INDEMNIFICATION AND HOLD HARMLESS

Consultant agrees to 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 work 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.



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: Rock Engineering & Testing Laboratory, Inc.

P. O. BOX: _____

STREET ADDRESS: 6817 Leopard Street CITY: Corpus Christi ZIP: 78409

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
<u>Curtis Rock</u>			<u>Planning Commission</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

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: Curtis A. Rock Title: Business Development Manager
(Type or Print)

Signature of Certifying Person:

Curtis Rock

Date:

1-10-13

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.