

**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 **Chuck Anastos Associates, LLC**, a Texas corporation, 901 S. Staples, Corpus Christi, Nueces County, Texas 78404, (Architect/Engineer – A/E), hereby agree as follows:

**1. SCOPE OF PROJECT**

**Signs/Signal Operations – New Shop and Office Facility (Project No. E12110) BOND ISSUE 2012** – This project proposes a new 20,520 SF facility to accommodate warehouse/garage, offices, common spaces, conference rooms, restrooms, and common break room requirements to accommodate Signs, Signals, Markings and Traffic Engineering personnel. This project includes one (1) overhead crane with a 25-ton rating. This project also includes demolition of the existing sign shop building which is beyond repair.

**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 \$141,000.00, (One Hundred Forty One Thousand 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

CHUCK ANASTOS ASSOCIATES, LLC

\_\_\_\_\_  
Oscar R. Martinez, Date  
Assistant City Manager

\_\_\_\_\_  
Chuck Anastos, A. I. A. Date  
901 S. Staples  
Corpus Christi, TX 78404  
(361) 884-4422 Office  
(361) 884-4419 Fax

RECOMMENDED

\_\_\_\_\_  
Daniel Biles, P. E., Date  
Director of Engineering Services

APPROVED AS TO FORM

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

ATTEST

\_\_\_\_\_  
Armando Chapa, City Secretary

Project No. E12110  
Fund Source No. 550950-3162-00000-E12110  
Fund Souce Name Public Facility 2013 GO Bond 2012  
Encumbrance No. \_\_\_\_\_

MAR 01 2013

VP

# CHUCK ANASTOS

ASSOCIATES LLC

28 February 2013

Mr. Daniel Biles, PE  
Director of Engineering Services  
City Of Corpus Christi  
PO Box 9277  
Corpus Christi, TX 78469-9277

Re: Proposal for the A & E services for the New Signs / Traffic Signals Operations Shop and Office Facility, City of Corpus Christi Project #E12110

Dear Mr. Biles:

Chuck Anastos Associates, LLC is pleased to submit this Proposal for the A & E services for the Bond Issue 2012 New Signs / Signals Operations Shop and Office Facility. This Proposal is for the architectural, structural, MEP and civil engineering services as outlined in Exhibit A-1 for the following scope of work:

1. A new windstorm certified structure to accommodate Traffic Signals and Signs / Markings operations including:
  - A. Traffic Signals to include approximately six (6) offices and two work areas with air conditioning; and a warehouse area without air conditioning in approximately 7,500 SF.
  - B. Signs and Markings to include approximately four (4) offices, one work area and one conference area with air conditioning; and a warehouse area without air conditioning in approximately 7,500 SF.
  - C. Common restrooms with showers and lockers, conference room(s) and break room shall be shared by both in approximately 2,000 SF.
  - D. An overhead hoist shall be shared by both.
  - E. A natural gas emergency generator will be included (as an additive alternate consideration);
2. Passive sustainable measures will be incorporated where feasible.
3. Ultimately, available construction funds will dictate the exact size of the facility.

The total available Project budget shall be:

1. Total construction cost (72%)	= \$ 1,800,000.00
2. Contingency (08%)	= \$ 200,000.00
3. Soft Costs (20%)	= \$ 500,000.00
<b>Total</b>	<b>= \$ 2,500,000.00</b>

We propose to provide the following architectural services for each Phase of this Project:

1. Preliminary Design Phase (Refer to attached Exhibit A-1 Task List):
  - Obtain a digital site plan from City staff describing metes and bounds, existing conditions at each site, etc.;

City Proposal Page 1 - 3  
City of Corpus Christi Project #E12110

EXHIBIT "A"  
Page 1 of 3



P O BOX 3883  
CORPUS CHRISTI  
TEXAS 78463  
901 S STAPLES  
CORPUS CHRISTI  
TEXAS 78404  
TEL 361/884-4422  
FAX 361/884-4419  
anastosassociates.com

1. The Client shall provide all required site information including a survey and geotechnical report prior to commencement of Design Phase. If replating, amending or rezoning of the property is required, all associated work shall be considered additional services.
  2. The Client shall provide all required storm water drainage as indicated on subdivision plans.
  3. The Client shall provide all utilities to the project site.
- It is hereby agreed that the Client shall be responsible for the following:

**Client Responsibilities:**

4. Construction Phase (Refer to attached Exhibit A-1 Task List):
  - Meet with and advise City Staff;
  - Make approximately one (1)- site visit per month during construction to observe the quantity of work, and review and approved Contractor's Applications for Payment monthly; and
  - Make approximately one (1)- site visit per week during construction to observe the work (only if pre-approved by City- not a part of Basic Scope of Work.)
3. Bidding Phase (Refer to attached Exhibit A-1 Task List):
  - Participate in the pre-bid conference;
  - Assist the City in solicitation of bids;
  - Review all pre-bid questions and prepare necessary addenda;
  - Attend bid opening, analyze bids and make recommendations concerning award of Contract
2. Design Phase (Refer to attached Exhibit A-1 Task List):
  - Field verify existing conditions at site;
  - Analyze International Building Code, Texas Windstorm and TDLR requirements;
  - Prepare Preliminary Design Drawings and meet with Registered Accessibility Specialist for review of preliminary plans;
  - Prepare cost estimate; and
  - Meet with City staff and each user representative(s) as required for design review and approval;
  - Develop and Submit 60% Design Packages for Owner's review and approval;
  - Update outline material specifications;
  - Prepare updated cost estimate;
  - Further develop construction and bid documents from approved 60% submission;
  - Compile technical specifications;
  - Meet with City staff and City User Group periodically to review progress and details of design;
  - Submit 90% Construction Documents / Specifications for Owner review and comment;
  - Update construction cost estimate;
  - Submit 100% Construction Documents / Specifications for final Owner review and comment;
  - Submit sealed 100% Construction Documents / Specifications for bidding and construction; and
  - Submit drawings and specifications for Texas Accessibility Review.

Compensation for the above-described services shall be a flat A/E fee of One Hundred Forty One Thousand Dollars (\$141,000.00.)

**Summary of AE Fees:**

<b>Fee for Basic Services</b>	
1. Preliminary Phase	33,000.00
2. Design Phase	77,000.00
3. Bid Phase	1,000.00
4. Construction Phase	15,000.00
<b>Subtotal Basic Services Fees</b>	<b>\$126,000.00</b>
<b>Fee for Additional Services</b>	
1. Warranty Inspection	1,500.00
2. Preparation of Record Drawing Set	2,000.00
3. Topographic Survey	4,500.00
5. Submission to TDLR	3,500.00
6. Public Art Design Coordination	-TBD-
7. Landscape & Irrigation Plans	3,500.00
8. Supplemental Engineering / Construction Observation	-TBD-
<b>Sub-Total Additional Services Fees</b>	<b>\$15,000.00</b>
<b>Total AE Fees</b>	<b>\$141,000.00</b>

If you find this Proposal acceptable, we will submit the Exhibit A-1 (Task List), Preliminary Project Cost Estimate, A/E Fee and Time Schedule, and Exhibit B Disclosure Form for your use in preparation of the Contract. We are prepared to commence this Project immediately upon receipt of your approval to proceed.

Sincerely,



Chuck Anastos, AIA

**STATEMENT OF CERTIFICATION:**

The Texas Board of Architectural Examiners, PO Box 12337, Austin, Texas 78711, Telephone (512) 305-9000, has jurisdiction over complaints regarding the professional practices of persons registered as architects in the State of Texas.

**EXHIBIT A-1**

**Bond Issue 2012 New Signs / Traffic Signals Operations Shop and Office Facility, City of Corpus Christi Project #E12110**

**TASK LIST**

PRELIMINARY PHASE

1. Site Analysis

- Field Visit to site.
- Review existing conditions that will impact project.
- Verify building and parking requirements.
- Develop site plan confirming feasibility of proposed meets and bounds and verify building / parking will fit on land limits proposed by the City of Corpus Christi.

2. Programming

- Review City's scope of work; and analyze City User Group goals and priorities.
- Develop preliminary cost estimate and project schedule.
- Meet with City User Group and City Staff for program submission review.

3. Preliminary Design

- Modify Program as directed by City.
- Code Review – Meet with City for building code issues and utilities.
- Develop floor plan layout(s) (deliverable).
- Develop site plan layout(s) (deliverable).
- Develop exterior elevation(s) from floor / site plan (deliverable).
- Meet with City User Group and city staff to review exterior elevation studies.
- Upon approval of exterior elevation – refine design concept submission to include (deliverable).
  - Site Plan
  - Floor Plan
  - Exterior Elevations
  - Building Sections
  - 3-D Rendering (if authorized)



ARCHITECTURE  
INTERIOR DESIGN

P O BOX 3883  
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- Outline Specifications – Materials Description
- Update Preliminary Cost Estimate (deliverable).
- Submit Design Memorandum Package for approval.

### DESIGN PHASE

- Develop approved concept design.
- Coordinate details of City provided survey, geotechnical investigation.
- Develop and Submit 60% Design Package for Owner's Review and Approval (deliverable)
  - Title Page
  - Site Plan
  - Floor Plan
  - Wall Sections/Building Section
  - Reflected Ceiling Plans
  - Light Layouts (Fixtures Selection)
  - Concept Furniture Plan (Including Stacks)
  - HVAC One Line
  - Electrical Outlet Locations
- Update outline material specifications (deliverable).
- Provide updated cost estimate/project schedule (deliverable).
- Further develop construction and bid documents from approved 60% submission.
- Coordinate with Owner the use of City Standards in general and supplementary contract conditions.
- Compile bid technical specifications.
- Meet with City staff and City User Group periodically to review progress and details of design
- Submit 90% Construction Documents / Specifications for Owner Review and Comment (deliverable).
- Update Construction Cost Estimate and Project Schedule (deliverable).
- Submit 100% Construction Documents / Specifications for Owner Review and Comment (deliverable).
- Submit drawings and specifications for Texas Accessibility Review.

### BID/NEGOTIATION/CONTRACT PHASE

- Communicate with bidders and sub-bidders.
- Attend pre-bid conference.
- Issue addenda and clarifications in advance of bid for City distribution.
- Assist Owner in receiving bids and qualifications, and attend Bid Opening.



- Assist Owner in reviewing bids and qualifications.
- Perform post-bid value engineering analysis if project exceeds budget.

CONSTRUCTION PHASE (Items with strikethrough provided only at City's request)

- Attend Pre-construction conference.
- ~~▪ Attend monthly job site meetings and review progress of work.~~
- ~~▪ Submit written field report to Owner for each site visit and meeting.~~
- Review shop drawings and submittals.
- Prepare color selections on all product submittals – prepare 1 color boards for Owner review and approval.
- Review and recommend process Applications for Payments.
- ~~▪ Review Materials Testing Lab Reports.~~
- ~~▪ Perform punch list inspection.~~
- ~~▪ Receive and review closeout documents.~~
- ~~▪ Perform one punch list re-inspection.~~
- ~~▪ Verify submission of Windstorm Design certification and contractor provided Inspection Certification to State Insurance Board as additional services.~~
- Authorize and coordinate Texas Accessibility Inspection prior to release of retainage to contractor.
- Perform one-year warranty inspection prior to expiration of warranty (approximately 10 months after completion).
- Receive contractor's submitted record documents, integrate all variations and field information on the electronic drawings – submit to Owner on CD.
- ~~▪ Submit written field report to Owner for each site visit and meeting.~~
- ~~▪ Conduct additional weekly site visits for construction inspection review as separate additional services.~~

INCLUSIONS

- Storm water pollution prevention plan will be specified by Architect. Contractor is responsible for design and application of TCEQ and City permit/certifications.
- A/E will bear the cost of all travel, mileage, printing, plotting and other associated expenses as part of basic services (excluding final bid documents). The following items will be invoiced as additional expenses (if authorized by the City):
  - Design Memorandum submission
  - 3D renderings – Board mounted copies in excess of 1
  - Construction documents submissions – copies in excess of 1
  - Final bid documents printing and distribution
  - Color boards submission – copies in excess of 1

- Windstorm Design Certification and Inspection will be specified by Architect. Contractor is responsible for windstorm inspections and construction certifications.
- ~~A/E coordination of design and integration of public artwork is included as part of the scope of basic services.~~
- Pre-design services for site analysis and development of a detailed document are included as part of the scope of services.
- Landscape/Irrigation system design and specifications is included as Owner's basic service.
- Owner or Owner's Technology Representative shall work with A/E during the design of this project. A/E design shall be limited to the following:
  - Telecommunications System:
    - Locate phone and data outlets on electrical plan.
    - Specify conduits and raceways for installation for computer wiring and phone system under Owner's separate contract.
  - Computer Network:
    - Locate power and data outlets on electrical plan.
    - Specify conduits and raceways and protected power system (if required) for owners computer systems.
    - Locate MDF and IDF rooms to serve Owner's network systems.
    - Owner will execute separate contract for computer system wiring, switches, racks and devices.
  - Audio Visual Systems:
    - Locate and specify projector screens and projector mounts for owner provided audio video system.
    - Locate power outlets and data outlets.
    - Coordinate lighting design and lighting controls for owner provided audio-video systems.
    - Specify wall mounted T.V. brackets if required.
    - Owner to contract separately for coaxial or data cabling, TVs, and computer projectors.
- Interior design work by A/E shall be limited (as per line item) to the following:
  - Develop a "concept" furniture/stack plan.
  - Interior color selection of all building materials.
  - Coordination with Owner concerning list of "built-in" items and list of owner provider furniture/equipment.
  - Coordination with Owner concerning color selections of building and furniture.
  - Design bid alternate for contractor constructed casework, stack shelving and circulation desk.
- Integrated building security technology design which is provided upon owners authorization shall be designed and specified by M.E.P.

Engineer and constructed as part of contract. Pending Owner Agreement and Authorization, fee shall be as follows:

- Fire Alarm – Part of basic service fee
- Card Key Access (limited to exterior doors)
- Signage Graphics – Design and coordination shall be included as part of services. Signage will be included in the building construction contract and if authorized will include:
  - Building Plaque
  - Interior room signage
  - Site traffic signs and markings
  - Site accessibility signs.

#### EXCLUSIONS FROM SCOPE OF SERVICE

- No work is included for the analysis, testing or abatement of any kind of hazardous site material or environmental assessments.
- No work is included for the analysis design or planning concerning any property platting or re-platting, any zoning or building code variances. All such work if authorized will be considered additional services.
- No specialty consultants for fire station design, fire fighting equipment, computer systems, telecommunications, audio-visual or other integrated technology is included as part of this scope of service.
- No off-site utility design work is included as part of basic services. If the A/E is authorized to design off-site utility improvements, it shall be an Owner's optional additional service.

# CHUCK ANASTOS

ASSOCIATES L L C

## SCHEDULE

DAY	DATE	ACTIVITY
Wednesday	03 April 2013	Begin Preliminary Design Phase
Monday	08 May 2013	Design Memorandum Submission
Friday	17 May 2013	City Review Meeting
Monday	20 May 2013	Begin Design Phase
Friday	28 June 2013	100% Design Review Submission
Friday	12 July 2013	City Review Meeting
Monday	29 July 2013	Final Design Submission
Monday (2)		Advertise for Bids
Tue/Wed/Thu		Pre-Bid Conference
Wednesday		Receive Bids
Monday		Begin Construction
Weekday		Construction Completion



ARCHITECTURE  
INTERIOR DESIGN

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**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
<b>30-Day Written Notice of Cancellation, non-renewal or material change required on all certificates</b>	<b>Bodily Injury &amp; Property Damage Per occurrence - aggregate</b>
<b>COMMERCIAL GENERAL LIABILITY</b> including: 1. Broad Form 2. Premises - Operations 3. Products/ Completed Operations 4. Contractual Liability 5. Independent Contractors	<b>\$1,000,000 COMBINED SINGLE LIMIT</b>
<b>AUTOMOBILE LIABILITY</b> to included 1. Owned vehicles 2.. Hired – Non-owned vehicles	<b>\$1,000,000 COMBINED SINGLE LIMIT</b>
<b>PROFESSIONAL LIABILITY</b> including: Coverage provided shall cover all employees, officers, directors and agents 1. Errors and Omissions	<b>\$1,000,000 per claim / \$2,000,000 aggregate</b> <b>(Defense costs not included in face value of the policy)</b> 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
<b>WORKERS' COMPENSATION</b>	<b>Which Complies with the Texas Workers Compensation Act</b>
<b>EMPLOYERS' LIABILITY</b>	<b>500,000/500,000/500,000</b>

- 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:**

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





SUPPLIER NUMBER \_\_\_\_\_  
TO BE ASSIGNED BY CITY  
PURCHASING DIVISION

City of  
Corpus  
Christi

## CITY OF CORPUS CHRISTI DISCLOSURE OF INTEREST

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

**COMPANY NAME:** Chuck Anastos Associates, LLC

**P. O. BOX:** 3883

**STREET ADDRESS:** 901 South Staples Street      **CITY:** Corpus Christi      **ZIP:** 78463-3883

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

### DISCLOSURE QUESTIONS

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

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

Name	Job Title and City Department (if known)
N/A	
_____	_____
_____	_____
_____	_____

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
N/A	
_____	_____
_____	_____
_____	_____

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

Name	Board, Commission or Committee
N/A	
_____	_____
_____	_____
_____	_____

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
N/A	
_____	_____
_____	_____
_____	_____

### 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:** Chuck Anastos, A. I. A. **Title:** President  
(Type or Print)

**Signature of Certifying Person:**  **Date:** 01 MAR 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.