

**AMENDMENT No. 3 - A/E AGREEMENT  
for  
Consultant 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 **Stridde, Callins & Associates, Inc.**, a Texas corporation or partnership, "CONSULTANT", acting through its duly authorized representative who is Scott Stridde, P.E., (name), President (Title), which agree as follows:

Original Contract	Administrative Approval	November 10, 2011	\$20,000.00
Amendment No. 1	Administrative Approval	March 16, 2012	\$30,000.00
Amendment No. 2	Administrative Approval	April 19, 2012	\$0.00

1. **DECLARATIONS.** "CITY" desires to engage "CONSULTANT" to provide services in connection with City's project, described as follow: **Energy Services Peer Design/Submittal Review (ESCO Design/Build) (Project E11102)** "PROJECT".

2. **SCOPE OF WORK.** "CONSULTANT" shall provide services for the PROJECT in accordance with the accompanying Letter, Scope of Services and Fee attached as "Exhibit A".

3. **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 "B".

4. **FEE.** The "CITY" agrees to pay the "CONSULTANT" for services provided in accordance with Exhibit "A", Scope of Services and Fee under this AGREEMENT, an additional total fee not to exceed **\$125,000.00, (One Hundred Twenty Five Thousand Dollars and Zero Cents)** for a restated not to exceed fee of **\$175,000.00 (One Hundred Seventy Five Thousand Dollars and Zero Cents)**.

CITY OF CORPUS CHRISTI

\_\_\_\_\_  
Oscar R. Martinez (Date)  
Assistant City Manager

STRIDDE, CALLINS & ASSOCIATES

Scott Stridde 5/2/12  
\_\_\_\_\_  
Scott Stridde, P.E. (Date)  
President  
342 S. Navigation Blvd.  
Corpus Christi, Texas 78405-3615  
(361) 883-9199 Office  
(361) 883-9177 Fax

RECOMMENDED

D. Biles 5/8/12  
\_\_\_\_\_  
Daniel Biles, P.E. (Date)  
Interim Director of Engineering Services

J. Morris 5.8.2012  
\_\_\_\_\_  
Operating Department (Date)

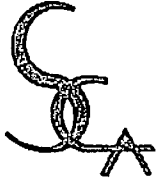
APPROVED AS TO FORM

[Signature] 5-4-12  
Legal Department (Date)

[Signature] 5/16/12  
Office of Mgmt and Budget (Date)

GRS  
5/16/12

Project Number: <u>E11102</u>
Funding Source: <u>550950-3161-00000-E11102</u>
Amount: <u>\$125,000.00</u>
Encumbrance Number: _____



Stridde, Callins & Associates, Inc.

342 S. Navigation Blvd.  
Corpus Christi, TX 78405-3615  
Phone: (361) 883-9199 • Fax: (361) 883-9177

Consulting Engineers  
Mechanical – Electrical

April 23, 2012

Ms. Joelle François, P.E.  
City Of Corpus Christi Engineering Department  
1201 Leopard Street  
Corpus Christi, Texas 78401

RE: Energy Services Project – McKinstry Construction Documents Review and  
Construction Phase Engineering Services

Dear Ms. François:

The following is in response to your request for engineering service proposal to review construction documents prepared by McKinstry and render construction phase engineering services for referenced project. Also included in the proposed fee amount are services to review the detailed scope of work documents prepared by McKinstry as stipulated by amendment request dated March 2, 2012.

A. Proposed Design Phase Services:

1. Review of construction documents submitted by McKinstry in effort to determine whether construction documents are in general accordance with the Energy Services Proposal dated October 14, 2011, the approved submittals, and the approved detailed scope of work.
2. Submit report and / or comments subsequent to review of construction documents indicating discrepancies between construction documents and proposal and / or submittals and / or detailed scope of work.
3. Attend meetings with City of Corpus Christi personnel and contractor personnel if required to communicate the content of report / review comments or resolve design related items of concern.

B. Proposed Construction Phase Services:

1. Attend preconstruction meetings, construction meetings, and pre-commissioning meetings as requested by the City of Corpus Christi to provide general oversight and assistance with construction issues.
2. Provide technical assistance and general oversight including recommendations associated with:
  - a. Minor (no cost) field alterations.
  - b. Construction change orders.
  - c. Project close-out documents.
3. Provide two (2) interim and one (1) final jobsite reviews (per site / facility) of work performed by the contractor, jobsite reviews to be made at such time desired by the City of Corpus Christi, provided we are given adequate notice to allow scheduling of reviews. During such reviews we will assert every reasonable effort to enforce the requirements of the construction documents and protect the

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3. **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 "B".

4. **FEE.** The "CITY" agrees to pay the "CONSULTANT" for services provided in accordance with Exhibit "A", Scope of Services and Fee under this AGREEMENT, an additional total fee not to exceed **\$125,000.00, (One Hundred Twenty Five Thousand Dollars and Zero Cents)** for a restated not to exceed fee of **\$175,000.00 (One Hundred Seventy Five Thousand Dollars and Zero Cents)**.

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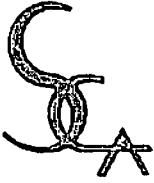
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GRS  
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Mechanical – Electrical**

April 23, 2012

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City Of Corpus Christi Engineering Department  
1201 Leopard Street  
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2. Submit report and / or comments subsequent to review of construction documents indicating discrepancies between construction documents and proposal and / or submittals and / or detailed scope of work.
3. Attend meetings with City of Corpus Christi personnel and contractor personnel if required to communicate the content of report / review comments or resolve design related items of concern.

**B. Proposed Construction Phase Services:**

1. Attend preconstruction meetings, construction meetings, and pre-commissioning meetings as requested by the City of Corpus Christi to provide general oversight and assistance with construction issues.
2. Provide technical assistance and general oversight including recommendations associated with:
  - a. Minor (no cost) field alterations.
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3. Provide two (2) interim and one (1) final jobsite reviews (per site / facility) of work performed by the contractor, jobsite reviews to be made at such time desired by the City of Corpus Christi, provided we are given adequate notice to allow scheduling of reviews. During such reviews we will assert every reasonable effort to enforce the requirements of the construction documents and protect the

related interests of the City of Corpus Christi. We will not perform exhaustive reviews, nor will we guarantee the performance of the contractor.

4. Review of requests for payment submitted by the contractor in effort to ascertain whether such requests are reasonable and due. Authorization of submitted pay requests when appropriate.
5. Provide technical assistance and general oversight including recommendations during assessment of award of final acceptance.

C. Conditions / Exclusions:

1. Review of construction documents proposed herein is limited to determination of whether such construction documents are in general compliance with previously approved contract documents reviewed by SCA – i.e. energy calculation portion of proposal documents, submittals, and detailed scope of work. Design issues such as errors, omissions, and logistical flaws which are discovered will be included in report / review comments. SCA will endeavor to discover such design deficiencies, however, SCA was not involved with design phase field work nor design development. For this reason, SCA may not have sufficient information available to discover certain design deficiencies which may exist. SCA shall not be responsible nor liable for discovery of design errors, omissions, nor logistical flaws for which information has been made reasonably available to SCA.
2. SCA has not been involved with any of the project financial aspects to date. For this reason, review by SCA of applications for payment submitted by McKinstry will be limited to:
  - a. Determination as to whether the amount applied for is proportionally due with respect to the schedule of values previously approved by the City of Corpus Christi.
  - b. Determination as to whether the format and content of application documents is in accordance with the contract requirements.
3. City of Corpus Christi personnel and / or McKinstry personnel will prepare and process all construction change order and close-out documents. SCA services associated with change orders and close-out documents are to be limited to services indicated by item B.2. of this proposal.

D. Compensation: We will provide the above engineering services on an hourly basis for a not to exceed fee amount of One Hundred Twenty-Five Thousand Dollars (\$125,000.00) in accordance with the following schedule of hourly rates:

Engineer, P.E.	\$165.00/hour
Engineer, E.I.T.	\$ 85.00/hour
Designer	\$ 75.00/hour
CAD Technician	\$ 65.00/hour
Administrative Assistant	\$ 50.00/hour

E. Additional Services: If services are required (in writing by the City of Corpus Christi) in addition to services included in Parts "A" and "B", such services will be invoiced in

Ms. Joelle François, P.E.  
City Of Corpus Christi  
April 23, 2012  
Page 3 of 3

accordance with the above schedule of hourly rates without regard to the status of the not to exceed fee amount.

We appreciate the opportunity to continue to provide our service to the City of Corpus Christi. Please advise if additional information or clarification is required.

Please indicate your acceptance of this proposal by signing in the space provided and returning one signed copy.

STRIDDE, CALLINS & ASSOCIATES, INC.

Accepted by  
CITY OF CORPUS CHRISTI



Scott Stridde, P.E.

SS/cm

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_



**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> (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
<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.

**EXHIBIT "B"**  
Page 2 of 3

- 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.**



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: Stridde, Cullins, and Associates, Inc

P. O. BOX: Po Box 4146

STREET ADDRESS: 342 S. Navigation CITY: Corpus Christ ZIP: 78405

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
NA				

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
NA	

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
NA				

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
NA	

**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: SCOTT STRIODE Title: PRESIDENT  
(Type or Print)

Signature of Certifying Person:  Date: 2/7/12

**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.

**COMPLETE PROJECT NAME**  
**Project No. E11102 - Energy Efficiency Retrofit for Major Facilities**  
**Invoice No. 12345**  
**Invoice Date:**

	<b>Contract</b>	<b>Amd No. 1</b>	<b>Amd No. 2</b>	<b>Total Contract</b>	<b>Amount Invoiced</b>	<b>Previous Invoice</b>	<b>Total Invoice</b>	<b>Percent Complete</b>
<b>Basic Services:</b>								
Preliminary Phase	\$15,117	\$0	\$0	\$15,117	\$0	\$1,000	\$1,000	7%
Design Phase	20,818	0	0	20,818	1,000	500	1,500	7%
Bid Phase	0	0	0	0	0	0	0	n/a
Report Phase	14,166	0	0	14,166	0	0	0	0%
Construction Phase	0	0	0	0	0	0	0	n/a
<b>Subtotal Basic Services</b>	<b>\$50,101</b>	<b>\$0</b>	<b>\$0</b>	<b>\$50,101</b>	<b>\$750</b>	<b>\$1,500</b>	<b>\$2,500</b>	<b>5%</b>
<b>Additional Services:</b>								
Permitting	\$0	\$0	\$0	\$0	\$0	\$0	\$0	n/a
Warranty Phase	0	0	0	0	0	0	0	n/a
Inspection	9,011	0	0	9,011	0	0	0	0%
Platting Survey	29,090	0	0	29,090	0	0	0	0%
Reporting	1,294	0	0	1,294	0	0	0	0%
O & M Manuals	TBD	TBD	TBD	TBD	TBD	TBD	0	0%
SCADA	TBD	TBD	TBD	TBD	TBD	TBD	TBD	0%
<b>Subtotal Additional Services</b>	<b>\$39,395</b>	<b>\$0</b>	<b>\$0</b>	<b>\$39,395</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>0%</b>
<b>Summary of Fees</b>								
Basic Services Fees	\$50,101	\$0	\$0	\$50,101	\$750	\$1,500	\$2,500	5%
Additional Services Fees	39,395	0	0	39,395	0	0	0	0%
<b>Total of Fees</b>	<b>\$89,496</b>	<b>\$0</b>	<b>\$0</b>	<b>\$89,496</b>	<b>\$750</b>	<b>\$1,500</b>	<b>\$2,500</b>	<b>3%</b>