

**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 **C P & Y, Inc.**, a Texas corporation, 1820 Regal Row, Suite 200, Dallas, Dallas County, Texas 75235, (**Architect/Engineer – A/E**), hereby agree as follows:

1. SCOPE OF PROJECT (Cefe Valenzuela Landfill Disposal Cells Interim Cover – Project No. E11061)

A Texas Commission on Environmental Quality (TCEQ) permit requires the design and installation of the interim final cover for disposal cells 3D, 4A and 4B must be completed in a timely manner to protect public safety and avoid penalties. The TCEQ must review and approve the construction plans prior to construction starting. Installation of the interim final cover will protect the environment by keeping the accumulated waste in place. Using an alternate interim cover system could potentially reduce operational expenses if approval is given to a design which includes solar panels to produce energy.

TCEQ Permit requires design and Construction of the leachate recirculation management plan. The work is necessary to maintain the control of leachate infected ground water and insure regulatory compliance for the proper handling of leachate generated from disposal cells. Proposed work will optimize controls, capacity, size, piping and leachate pumps with intended recirculation of leachate into the proper disposal cells. Prior expenditures include preliminary work to obtain necessary permit modifications and TCEQ approval to add groundwater in cells with the recirculated leachate.

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"**, 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 \$475,465.00, (Four Hundred Seventy Five Thousand Four Hundred Sixty 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 Consultant agrees that local architectural and engineering liaisons will be used to the extent practical.

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

C P & Y, INC.

Oscar R. Martinez, Date
Assistant City Manager



William R. Hindman, P.E. Date
Senior Vice President
1820 Regal Row, Suite 200
Dallas, TX 75235
(214) 638-0500 Office
(214) 638-3723 Fax

RECOMMENDED

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

Operating Department Date

APPROVED AS TO FORM

Office of Management Date
and Budget

ATTEST

Armando Chapa, City Secretary

Project Number: E11061
Funding Source: 550950-3365-00000-E11061
Fund Name: Sanitary Landfill 2008 CIP
Encumbrance Number: _____



Partners for a Better Quality of Life

September 24, 2012

*Approved
10/1/12*

4/4
Mr. Daniel Biles, P.E.
Director of Engineering Services
P.O. Box 9277
Corpus Christi, Texas 78469-9277

Re: Proposal for Professional Engineering Services-Project E11061-CIP No. PHS 10 Cefe Valenzuela Landfill Disposal Cells Interim Cover, Permit Modification Application for Enhanced Leachate Recirculation (ELR), and ELR Performance Sampling and Monitoring

Dear Mr. Biles:

CP&Y, Inc. is pleased to present the following Scope of Services, man-hour estimate and fee Proposal for the above referenced project. Portions of this Scope of Services will be performed by the University of Texas at Arlington (UTA). As a subcontractor to CP&Y, Inc., University of Texas at Arlington (UTA) personnel will characterize the subsurface moisture content within the Landfill prior to implementation of the Enhanced Leachate Recirculation (ELR) Program, and monitor the moisture content and movement within the MSW for a two year period after the ELR Program commences. A complete description of their work efforts is presented as Task C in the attached Scope of Services.

SCOPE OF SERVICES

A. Interim Cover Alternative Evaluation

Task A.1

Identify potential alternative materials that could be used as long term interim and/or final cover, in lieu of the currently permitted cover systems. This includes soils with erosion control, exposed geomembranes, exposed geomembranes with integrated solar panels to generate electricity, and water-balance soil covers with erosion control. Describe the various strengths and weaknesses of each cover system, and the potential for approval as an alternate by the TCEQ.

Task A.2

Prepare cost estimates for the installation of each of the selected cover systems for both interim and final cover.

1820 Regal Row, Suite 200
Dallas, Texas 75235
214.638.0500 • 214.638.3723 fax
www.cpyi.com



Task A.3

Evaluate each cover system related to erosion, deterioration, maintenance and potential energy revenue. Prepare an annual cost estimate to maintain each of the selected cover systems.

Task A.4

Prepare a cost benefit analysis for each of the selected cover systems for a 20 year period. Based upon this analysis comparison, recommend an interim and/or final cover system to the City.

Task A.5

If the recommended system is different from the currently permitted cover systems, prepare a Permit Modification Application in accordance with TAC 305.70(k) for submittal to TCEQ. This Application will include, at a minimum:

- Prepare a Property Owners list and Map of all property owners within one mile of the Landfill Site Boundary.
- Provide an updated TCEQ Part I Application Form and Core Data Form.
- Utilizing the HELP model, compare the estimates of leachate generation due to the alternate cover system.
- For a proposed alternate interim cover, provide an alternate cover operating plan including description and thickness of the material, its effect on vectors, fires, odors and windblown litter, application and operational methods to be used, chemical analysis of the material, and other pertinent characteristics of the material.
- For a proposed alternate final cover, provide demonstration that the cover achieves an equivalent reduction in infiltration as the clay-rich soil cover specified in 30 TAC 330.457(a)(1), and provides equivalent protection from wind and water erosion as specified in 30 TAC 330.457(a)(3).

Task A.6

Prepare a Draft copy of the Permit Modification Application, and submit to the City for Technical and Legal Review. Incorporate Review comments and prepare a final document (including a red-line/strikeout version), and submit it to TCEQ. *(Note: This task does not include/anticipate the permitting of a Water Balance Cover System under the current TCEQ Guidelines)*

Task A.7

Respond to two (2) Notice of Deficiency (NOD) letter(s) from TCEQ by providing clarifications or additional required information.

Task A.8

After the TCEQ declares the Application Technically Complete, assist the City with notification of surrounding property owners.

B. Permit Modification Application for ELR

Task B.1

Prepare a Permit Modification Application to incorporate Enhanced Leachate Recirculation (ELR) into the existing Cefe Valenzuela Landfill design and operations in accordance with TAC 305.70(k). This Application will address the following elements:

- Prepare a Property Owners list and Map of all property owners within one mile of the Landfill Site Boundary.
- Provide an updated TCEQ Part I Application Form.
- Revise the Landfill Gas Management Plan to include the appropriate elements of the ELR system, changes in the monitoring program, well layout and cross-sections of the fill showing the ELR gas collection system layout.
- Revise the Leachate and Contaminated Water Plan to include:
 - Utilizing the HELP model, prepare revised estimates of leachate generation due to the recirculation of leachate and the addition of other liquid.
 - Examination of the existing design of the leachate collection system and the effect of revised leachate quantities on the depth of leachate on the bottom liner.
 - Design of the leachate collection system piping, pumps, and leachate sumps.
 - Monitoring and Maintenance activities.
 - Leachate quantity and quality sampling.
 - Documentation and Record Keeping.
- Develop a Recirculation Management Plan to address:
 - Piping.
 - Storage.
 - Liner Head Monitoring.
 - Recirculation.
 - Design and Spacing of Laterals, Permeable Beds, Vertical Wells and Surface Applications.
 - Dosing of Laterals, Beds and other applications of leachate.
 - Monitoring and Reporting Plan for leachate, solid waste and landfill gas.
- Provide HELP Model Run Results for various scenarios
- Provide HDPE Pipe strength calculations
- Provide a Site Layout, ELR Plan Overview, Cross-sections, and Typical Permeable Bed Designs
- Revise the Site Operating Plan (SOP) to include the following:
 - ELR Records and Reporting Requirements
 - Personnel Training
 - Odor Control
 - Contingency Plan in the event of some failure within the ELR System

Task B.2

Prepare a Draft copy of the Permit Modification Application, and submit to the City for Technical and Legal Review. Incorporate Review comments and prepare a final document (including a red-line/strikeout version), and submit it to TCEQ.

Task B.3

Respond to two (2) Notice of Deficiency (NOD) letter(s) from TCEQ by providing clarifications or additional required information. Attend one (1) meeting at the TCEQ offices in Austin.

Task B.4

After the TCEQ declares the Application Technically Complete, assist the City with notification of surrounding property owners.

Task B.5 (Optional)

After final approval of the Permit Modification by the TCEQ, prepare a separate proposal to assist the City with implementation of the ELR system under a separate authorization.

C. ELR Performance Sampling and Monitoring (To be performed by the University of Texas at Arlington (UTA))

Before ELR Operation (Base Line Study)

Task C.1 - Investigation of Moisture Profile within the Landfilled Solid Waste using Resistivity Imaging

This task will help us determine the existing conditions of the landfilled MSW and possible ELR system design. Specific tasks associated within this task are provided here:

The UTA will:

- Conduct extensive site investigations, including, the geophysical study of existing subsurface conditions using Resistivity Imaging (RI). These investigations will be conducted to characterize the subsurface moisture profile within Sector 3D (Phase I) and Sector 4A (Phase II) of the landfill.
- Conduct 2D and 3D resistivity imaging for the site investigation. Preliminary site investigations layout is presented in Figure 1 and Figure 2. Based on the preliminary layout, a total of 28 2-D (at 100 ft spacing between the lines in lateral directions and 200 ft spacing between the lines in longitudinal directions) resistivity imaging profiles will be developed. However, during the investigations, the spacing may be changed to 200 ft in both directions based on the preliminary resistivity imaging results. UTA will coordinate with the City staff members during the investigation so that there will be no interruption of the ongoing landfill operations. Geophysical methods that the UTA shall use have the potential to provide an "image" of the subsurface. The UTA will use a multi-channel, multi-electrode automatic sequencing data acquisition system.

- Process resistivity data using 2D Earth Imager and 3D Earth Imager computer software. The data will produce a 2D and 3D resistivity model of the subsurface moisture profile within the solid waste areas. The models will be displayed as color-coded profiles. The color-coded profiles will be processed and interpreted, with a final report.
- Develop interpretations of the geophysical data collected to identify the moisture profile within the landfill cell areas
- Provide final report on the geophysical investigations conducted and interpretation results.
- Attend technical meetings with consultants, or any other parties, as required or requested by the city personnel.

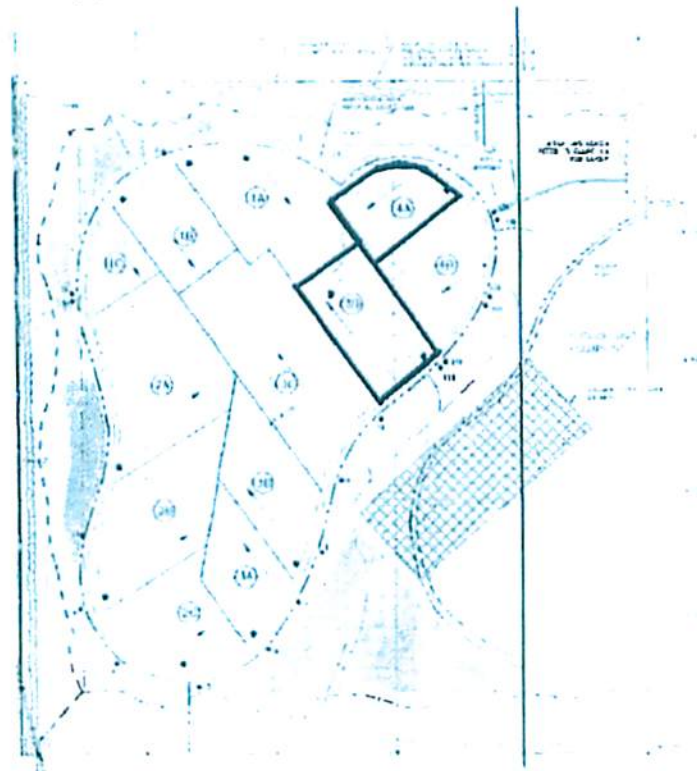


Figure 1 – Landfill Layout, Study Area

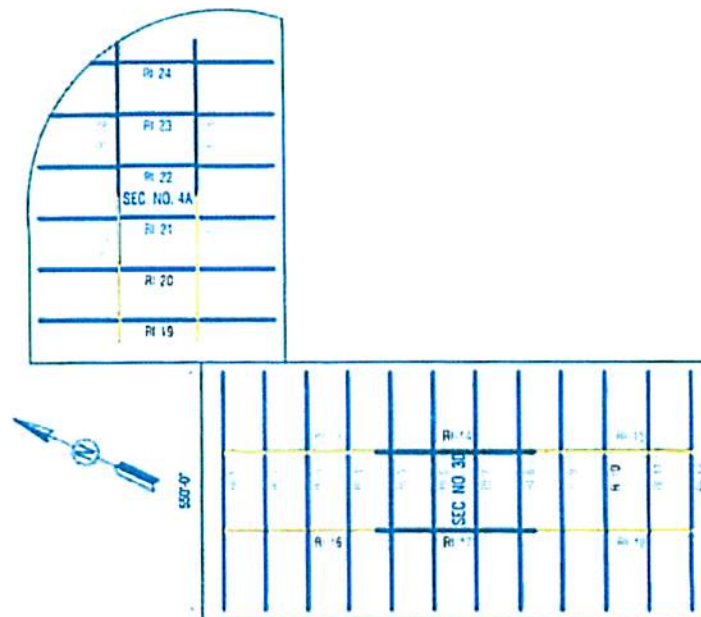


Figure 2 – Resistivity Imaging (RI) Layout of Sector 3D and Sector 4A

Task C.2 - Sampling and Determining Physical, Hydraulic Characteristics of Landfilled Municipal Solid Waste (MSW)

This task will help us determine characteristics of the landfilled MSW and possible water needed for the ELR operation. This will also help us determine the characteristics of moisture flow through waste due to ELR operation. For clarity, Task C. 2 has been divided into two tasks: Task C.2a – Sample Collection and Task C.2b- Laboratory Testing. Specific tasks associated within this task are provided here:

Task C.2a - Sample Collection

- Based on the RI results from Task C.1, UTA will visit the landfill site and select a few locations (3-4) for collecting representative landfilled MSW samples from landfill Sector 3D (Phase I) and Sector 4A (Phase II). Representative samples will be collected from at approximately 10-ft intervals vertically from the top of the landfill waste column to the bottom of the landfill, up to 40 to 50 ft below landfill surface.
- The sample will be collected using 3 ft diameter bucket auger sampling as presented in Figure 3. The drilling contractor will hired by UTA to conduct the drilling during the sample collection. UTA will coordinate and work with the driller and City staff members during the sample collection. The number of samples will be determined based on the discussions with City staff members.



(a)



(b)

Figure 3 (a) AF 130 Hydraulic Drill Rig and (b) 3 ft Diameter Bucket Auger

Task C.2b – Laboratory Testing

- UTA will conduct laboratory investigations to determine moisture content and physical characteristics of collected landfilled MSW. The experimental program is presented in Table 1.
- Provide report on the laboratory investigations of MSW characteristics. The project team will use the results of the investigation for the ELR system design.
- Submit final report summarizing the findings. The report will compile all the information disseminating from each task of the proposed work.
- Attend technical meetings with consultants, or any other parties, as required or requested by the City personnel.

Table 1 Experimental Program

Test Method	Material	Sampling Frequency	No. of Tests [^]
Physical Composition	Compacted MSW	Once during baseline study	*
Organic Content	Compacted MSW		*
Unit weight	Compacted MSW		*
Hydraulic Characteristics	Compacted MSW		*
Moisture Content	Compacted MSW		*

Note: * - Number of tests will be determined following Task C.1.

During ELR Operation (Performance Monitoring)

Task C.3 – Monitoring Moisture Content and Movement within MSW using Resistivity Imaging

The UTA will:

- Conduct extensive site investigations, including, the geophysical study of existing subsurface conditions using Resistivity Imaging (RI). These investigations will be conducted to characterize the subsurface moisture profile within and immediately surrounding the leachate recirculation pipe line or areas of interest.
- Conduct 2D resistivity imaging for the assessment of leachate recirculation system performance. The number of 2-D lines profiled will be determined during the investigation. The frequency of the resistivity imaging will be decided in consultation

with the City staff members. UTA will coordinate with the City staff members during the investigation so that there will be no interruption of the ongoing landfill operations. Geophysical methods that the UTA shall use have the potential to provide an "image" of the subsurface. The UTA will use a multi-channel, multi-electrode automatic sequencing data acquisition system.

- Process resistivity data using 2D Earth Imager computer software. The data will produce a 2D resistivity model of the subsurface moisture profile within the solid waste areas. The models will be displayed as color-coded profiles. The color-coded profiles will be processed and interpreted, with a final report.
- Develop interpretations of the geophysical data collected to identify the subsurface and the following areas of need:
 - Moisture profile within the leachate recirculation areas or within areas of interest.
 - Time lapse monitoring of moisture variation within the landfill cell areas and the effect of leachate recirculation on the solid waste.
 - Efficiency of the leachate recirculation systems.
- Provide final report on the geophysical investigations conducted and interpretation results.
- Attend technical meetings with consultants, or any other parties, as required or requested by the City personnel.

Task C.4 – Installation and Monitoring of Moisture Sensors, Pressure Sensors and Thermocouples at Selected Recirculation Locations

The major objective of Task 2 is to monitor the variation of moisture, temperature and pressure within landfilled solid waste due to water addition or leachate recirculation at selected locations. Specific tasks associated within this task are provided here:

The UTA will:

1. Prepare the instrumentation and monitoring plan for the moisture, pressure and temperature variations within the landfill solid waste at selected locations. Once the instrumentation plan is finalized, UTA will work with the City personnel to install them at the site.
2. Monitor the data loggers on monthly basis, initially. However, based on the collected data, the monitoring plan will be adjusted.
3. Provide quarterly report on the collected field data.
4. Submit final report summarizing the findings. The report will compile all the information disseminating from each task of the proposed work.
5. Attend technical meetings with consultants, or any other parties, as required or requested by the City personnel.

Task C.5 – Monitoring and Characterizing Landfill Leachate

- UTA will visit the landfill site and collect representative leachate samples from the landfill. UTA will coordinate and work with the City staff members during the sample collection. The samples will be collected semi-annually.
- Conduct laboratory study to determine the characteristics of leachate. The experimental program is presented in Table 2.

Table 2 – Experimental Program

Characteristics	Material	No. of Tests
pH, BOD, COD, TOC, Cl, Salinity	Generated Leachate	4 annually

- Provide quarterly report on the laboratory investigations of leachate characteristics,
- Submit final report summarizing the findings. The report will compile all the information disseminating from each task of the proposed work.
- UTA will attend technical meetings with consultants, or any other parties, as required or requested by the City personnel.

Task C.6 – Sampling and Determining Moisture Content and Physical Characteristics of Municipal Solid Waste (Optional)

- UTA will visit the landfill site and collect representative fresh MSW samples from the working face as well as compacted MSW samples from a specific landfill location. UTA will coordinate and work with the City staff members during the sample collection. UTA will collect minimum 10 samples from the working face. The samples will be collected on annual basis. It is expected that City and landfill operator staff members will assist UTA during the sample collection from working face.
- UTA will conduct laboratory investigations to determine moisture content and physical characteristics of solid waste. The experimental program is presented in Table 3.

Table 3 – Experimental Program

Test Method	Material	Sampling Frequency	No. of Tests
Physical Composition	Fresh MSW	Fresh MSW from working face will be collected on an annual basis.	10 annually
Organic Content	Fresh MSW		10 annually
Unit weight	Fresh MSW		10 annually
Moisture Content	Fresh MSW		10 annually

- Provide quarterly report on the laboratory investigations of MSW characteristics
- Submit final report summarizing the findings. The report will compile all the information disseminating from each task of the proposed work.
- Attend technical meetings with consultants, or any other parties, as required or requested by the City personnel.

Summary of Technical Meetings

UTA will attend technical meetings with consultants, or any other parties, as required or requested by the City personnel.

FEE ESTIMATE

The following Fee estimate is based on the man hour estimate included as Attachment A.

We are requesting the City of Corpus Christi authorize CP&Y to complete the above scope of services on a lump sum basis with the total fee not to exceed \$475,465.00, without further written approval. The individual fee by task is summarized as follows:

Task A - Interim Cover Alternate Evaluation & Permitting.....	\$55,760
Task B - Permit Modification Application for ELR	\$79,580
Task C.1	\$48,855
Task C.2	\$53,220
Task C.3	\$119,475
Task C.4	\$71,310
Task C.5	\$26,060
<u>Task C.6 (Optional)</u>	<u>\$21,205</u>
Total Project Fee	\$475,465

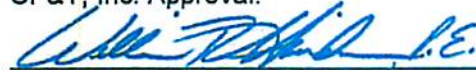
We appreciate the opportunity to work with the City of Corpus Christi on this important project and will continue to do all that we can to make sure it is successful to allow the Cefe F. Valenzuela Landfill to continue to meet the disposal needs of the City. If you have any questions, please call 214-589-6903 or email me at fpugsley@cpyi.com.

Sincerely,
CP&Y, Inc.



Frank E. Pugsley, P.E.
Project Manager

CP&Y, Inc. Approval:



Mr. William R. Hindman, P.E.
Senior Vice President
CP&Y, Inc.

September 24, 2012
Date

Attachment A

Manhour & Fee Breakdown

CP&Y, Inc. Cefe F. Valenzuela Landfill Alternate Interim Cover Evaluation & Permitting Enhanced Leachate Recirculation (ELR) Permitting, and Performance Monitoring Fee Estimate				
Task	Hourly Rate	Hours	Task Breakdown	Total Task Budget
Task A - Interim Cover				\$ 55,760
Principal	\$ 228	54	\$ 12,312	
Project Engineer	\$ 150	77	\$ 11,550	
EIT II	\$ 110	204	\$ 22,440	
EIT I	\$ 92	78	\$ 7,176	
Travel and Expenses			\$ 2,282	
Task B - ELR Permit Modification				\$ 79,580
Principal	\$ 228	48	\$ 10,944	
Project Engineer	\$ 150	86	\$ 12,900	
EIT II	\$ 110	288	\$ 31,680	
EIT I	\$ 92	232	\$ 21,344	
Travel and Expenses			\$ 2,712	
Task C - ELR Performance & Monitoring				\$ 340,125
Subconsultant (UTA)			\$ 340,125	
Total Fee				\$ 475,465

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. E11088

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	\$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
Subtotal Basic Services	\$50,101	\$0	\$0	\$50,101	\$750	\$1,500	\$2,500	5%
Additional Services:								
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%
Subtotal Additional Services	\$39,395	\$0	\$0	\$39,395	\$0	\$0	\$0	0%
Summary of Fees								
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%
Total of Fees	\$89,496	\$0	\$0	\$89,496	\$750	\$1,500	\$2,500	3%



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: C P & Y, Inc.

P. O. BOX:

STREET ADDRESS: 1820 Regal Row, Suite 200 CITY: Dallas ZIP: 75235

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
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	Committee	Board, Commission or
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: William R. Hindman Title: Senior Vice President
(Type or Print)

Signature of Certifying Person:  Date: 12/12/2012

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.