



## SERVICE AGREEMENT NO. 3965

### CONTRACT FOR PROFESSIONAL SERVICES

#### FOR PROJECT 20253A – Mary Rhodes Pipeline (MRP) Cathodic Protection Periodic Survey

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) and EN ENGINEERING, LLC., 28100 Torch Parkway, Suite 400, Warrenville, IL 60555 (Consultant), hereby agree as follows:

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## ARTICLE I – SCOPE OF SERVICES

1.1 City and Consultant agree that the services provided are properly described in the Scope of Services, which is incorporated herein and attached to this Agreement as **Exhibit A**. The Scope of Services shall include all associated services required for Consultant to provide such Services, pursuant to this Agreement, and any and all Services that would normally be required by law or common due diligence in accordance with the standard of care defined in Article XIII of this Agreement. The approved Scope of Services defines the services to be performed by Consultant under this Agreement. Consultant will perform the Services in accordance with **Exhibit A** and with Consultant's response to the Request for Qualifications related to this project, which response is incorporated by reference into this Agreement as if set out here in its entirety.

1.2 Consultant shall follow City Codes and Standards effective at the time of the execution of the contract. At review milestones, the Consultant and City will review the progress of the plans to ensure that City Codes and Standards are followed unless specifically and explicitly excluded from doing so in the approved Scope of Services attached as **Exhibit A**. A request made by either party to deviate from City standards after the contract is executed must be in writing.

1.3 Consultant shall provide labor, equipment and transportation necessary to complete all services agreed to hereunder in a timely manner throughout the term of the Agreement. Persons retained by Consultant to perform work pursuant to this Agreement shall be employees or subconsultants of Consultant. Upon request, Consultant must provide City with a list of all subconsultants that includes the services performed by subconsultant and the % of work performed by subconsultant (in dollars). Changes in Consultant's proposed team as specified in the SOQ or Scope of Services must be agreed to by the City in writing.

1.4 Consultant shall not begin work on any phase/task authorized under this Agreement until they are briefed on the scope of the Project and are notified in writing to proceed. If the scope of the Project changes, either Consultant or City may request a review of the changes with an appropriate adjustment in compensation.

1.5 Consultant will provide monthly status updates (project progress or delays) in the format requested by the City with each monthly invoice.

1.6 For design services, Consultant agrees to render the professional services necessary for the advancement of the Project through Final Completion of the Construction Contract. Consultant acknowledges and accepts its responsibilities, as defined and described in City's General Conditions for Construction Contracts, excerpt attached as **Exhibit D**.

1.6.1 The Consultant agrees to serve as the City's Designer as defined in the General Conditions and will consult and advise the City on matters related to the Consultant's Scope of Services during the performance of the Consultant's services.

1.6.2 The Consultant agrees to prepare plans, specification, bid and contract documents and to analyze bids and evaluate the documents submitted by bidders.

1.6.3 The Consultant agrees to assist the City in evaluating the qualifications of the prospective contractors, subcontractors and suppliers.

1.7 For projects that require subsurface utility investigation:

1.7.1 The Consultant agrees to prepare and submit to the City prior to the 60% submittal a signed and sealed report identifying all utilities within the project area at the Quality Level specified in **Exhibits A** and **A-1**. It is assumed that all utilities will be identified using Quality Level A exploratory excavation unless stated otherwise.

1.7.2 Utilities that should be identified include but are not limited to utilities owned by the City, local franchises, electric companies, communication companies, private pipeline companies and 3<sup>rd</sup> party owners/operators.

1.8 For project with potential utility conflicts:

1.8.1 The Consultant agrees to coordinate the verification and resolution of all potential utility conflicts.

1.8.2 The Consultant agrees to prepare and submit a monthly Utility Coordination Matrix to the City.

1.9 The Consultant agrees to complete the Scope of Services in accordance with the approved project schedule and budget as defined in **Exhibit A**, including completing the work in phases defined therein.

1.10 The Consultant agrees to conduct all communication through and perform all project-related functions utilizing the City's project management system known as e-Builder. This includes all correspondence, submittals, payment requests and processing, contract amendments and construction phase activities.

## ARTICLE II – QUALITY CONTROL

2.1 The Consultant agrees to perform quality assurance-quality control/constructability reviews (QCP Review). The City reserves the right to retain a separate consultant to perform additional QCP services for the City.

2.2 The Consultant will perform QCP Reviews at intervals during the Project to ensure deliverables satisfy applicable industry quality standards and meet the requirements of the Project scope. Based on the findings of the QCP Review, the Consultant must reconcile the Project Scope and the Opinion of Probable Cost (OPC), as needed.

2.3 Final construction documents that do not meet City standards in effect at the time of the execution of this Agreement may be rejected. If final construction documents are found not to be in compliance with this Agreement, Consultant will not be compensated for having to resubmit documents.

## ARTICLE III – COMPENSATION

3.1 The Compensation for all services (Basic and Additional) included in this Agreement and in the Scope of Services for this Agreement shall not exceed **\$109,851**.

3.2 The Consultant's fee will be on a lump sum or time and materials (T&M) basis as detailed in **Exhibit A** and will be full and total compensation for all services and for all expenses incurred in performing these services. Consultant shall submit a Rate Schedule with their proposal.

3.3 The Consultant agrees to complete the Scope of Services in accordance with the approved project schedule and budget as defined in **Exhibit A**, including completing the work in phases defined therein.

3.4 The Director of Engineering Services may request the Consultant 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. Consultant shall notify the City within three (3) days of notice if tasks requested requires an additional fee.

3.5 Monthly invoices will be submitted in accordance with the Payment Request as shown in **Exhibit B**. Each invoice will include the Consultant's estimate of the proportion of the contracted services completed at the time

of billing. For work performed on a T&M Basis, the invoice shall include documentation that shows who worked on the Project, the number of hours that each individual worked, the applicable rates from the Rate Schedule and any reimbursable expenses associated with the work. City will make prompt monthly payments in response to Consultant's monthly invoices in compliance with the Texas Prompt Payment Act.

3.6 Principals may only bill at the agreed hourly rate for Principals (as defined in the Rate Schedule) when acting in that capacity. Principals acting in the capacity of staff must bill at applicable staff rates.

3.7 Consultant certifies that title to all services covered by a Payment Request shall pass to City no later than the time of payment. Consultant further certifies that, upon submittal of a Payment Request, all services for which Payment Requests have been previously issued and payments received from City shall, to the best of Consultant's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of Consultant or other persons or entities making a claim by reason of having provided labor or services relating to this Agreement. **Consultant shall indemnify and hold City harmless from any liens, claims, security interests or encumbrances filed by anyone claiming by, through or under the items covered by payments made by City to Consultant.**

3.8 The final payment due hereunder shall not be paid until all reports, data and documents have been submitted, received, accepted and approved by City. Final billing shall indicate "Final Bill – no additional compensation is due to Consultant."

3.9 City may withhold compensation to such extent as may be necessary, in City's opinion, to protect City from damage or loss for which Consultant is responsible, because of:

3.9.1 delays in the performance of Consultant's work;

3.9.2 failure of Consultant to make payments to subconsultants or vendors for labor, materials or equipment;

3.9.3 damage to City; or

3.9.4 persistent failure by Consultant to carry out the performance of its services in accordance with this Agreement.

3.10 When the above reasons for withholding are removed or remedied by Consultant, compensation of the amount withheld shall be made within 30 days. City shall not be deemed in default by reason of withholding compensation as provided under this Agreement.

3.11 In the event of any dispute(s) between the Parties regarding the amount properly compensable for any phase or as final compensation or regarding any amount that may be withheld by City, Consultant shall be required to make a claim pursuant to and in accordance with the terms of this Agreement and follow the procedures provided herein for the resolution of such dispute. In the event Consultant does not initiate and follow the claims procedures as required by the terms of this Agreement, any such claim shall be waived.

3.12 Request of final compensation by Consultant shall constitute a waiver of claims except those previously made in writing and identified by Consultant as unsettled at the time of final Payment Request.

3.13 All funding obligations of the City under this Agreement are subject to the appropriation of funds in its annual budget. The City may direct the Consultant to suspend work pending receipt and appropriation of funds. The right to suspend work under this provision does not relieve the City of its obligation to make payments in accordance with section 3.5 above for services provided up to the date of suspension.

#### ARTICLE IV – TIME AND PERIOD OF SERVICE

- 4.1 This Agreement shall be effective upon the signature of the City Manager or designee (Effective Date).
- 4.2 The Consultant agrees to begin work on those authorized Services for this contract upon receipt of the Notice to Proceed from the Procurement Division. Work will not begin on any phase or any Additional Services until requested in writing by the Consultant and written authorization is provided by the Director of Engineering Services.
- 4.3 Time is of the essence for this Agreement. Consultant shall perform and complete its obligations under this Agreement in a prompt and continuous manner so as to not delay the Work for the Project, in accordance with the schedules approved by City. The Consultant and City are aware that many factors may affect the Consultant's ability to complete the services to be provided under this agreement. The Consultant must notify the City within ten business days of becoming aware of a factor that may affect the Consultant's ability to complete the services hereunder.
- 4.4 City shall perform its obligations of review and approval in a prompt and continuous manner so as to not delay the project.
- 4.5 This Agreement shall remain in force for a period which may reasonably be required for completion of the Project, including any extra work and any required extensions thereto, unless terminated as provided for in this Agreement. For construction design services, "completion of the Project" refers to acceptance by the City of the construction phase of the Project, i.e., Final Completion.

#### ARTICLE V – OPINIONS OF COST

- 5.1 The Opinion of Probable Cost (OPC) is computed by the Consultant and includes the total cost for construction of the Project.
- 5.2 The OPC does not include the cost of the land, rights-of-way or other costs which are the responsibility of the City.
- 5.3 Since Consultant has no control over a construction contractor's cost of labor, materials or equipment, or over the contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant's opinions of probable Project Cost or Construction Cost provided herein are to be made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as a design professional familiar with the construction industry, but Consultant cannot and does not guarantee proposals, bids or the construction cost shall not vary from the OPC prepared by Consultant.

#### ARTICLE VI – INSURANCE REQUIREMENTS

- 6.1 Consultant must not commence work under this Agreement until all insurance required has been obtained and such insurance has been approved by the City. Consultant must not allow any subcontractor to commence work until all similar insurance required of any subcontractor has been obtained.
- 6.2 Insurance Requirements are shown in **EXHIBIT C**.

#### ARTICLE VII – INDEMNIFICATION

**Consultant shall fully indemnify and hold harmless the City of Corpus Christi and its officials,**

**officers, agents, employees, excluding the engineer or architect or that person's agent, employee or subconsultant, over which the City exercises control ("Indemnitee") from and against any and all claims, damages, liabilities or costs, including reasonable attorney fees and court costs, to the extent that the damage is caused by or results from an act of negligence, intentional tort, intellectual property infringement or failure to pay a subcontractor or supplier committed by Consultant or its agent, Consultant under contract or another entity over which Consultant exercises control while in the exercise of rights or performance of the duties under this agreement. This indemnification does not apply to any liability resulting from the negligent acts or omissions of the City or its employees, to the extent of such negligence.**

**Consultant shall defend Indemnitee, with counsel satisfactory to the City Attorney, from and against any and all claims, damages, liabilities or costs, including reasonable attorney fees and court costs, if the claim is not based wholly or partly on the negligence of, fault of or breach of contract by Indemnitee. If a claim is based wholly or partly on the negligence of, fault of or breach of contract by Indemnitee, the Consultant shall reimburse the City's reasonable attorney's fees in proportion to the Consultant's liability.**

**Consultant must advise City in writing within 24 hours of any claim or demand against City or Consultant known to Consultant related to or arising out of Consultant's activities under this Agreement.**

#### ARTICLE VIII – TERMINATION OF AGREEMENT

##### 8.1 By Consultant:

8.1.1 The City reserves the right to suspend this Agreement at the end of any phase for the convenience of the City by issuing a written and signed Notice of Suspension. The Consultant may terminate this Agreement for convenience in the event such suspension extends for a period beyond 120 calendar days by delivering a Notice of Termination to the City.

8.1.2 The Consultant must follow the Termination Procedure outlined in this Agreement.

##### 8.2 By City:

8.2.1 The City may terminate this agreement for convenience upon seven days written notice to the Consultant at the address of record.

8.2.2 The City may terminate this agreement for cause upon ten days written notice to the Consultant. If Consultant begins, within three days of receipt of such notice, to correct its failure and proceeds to diligently cure such failure within the ten days, the agreement will not terminate. If the Consultant again fails to perform under this agreement, the City may terminate the agreement for cause upon seven days written notice to the Consultant with no additional cure period. If the City terminates for cause, the City may reject any and all proposals submitted by Consultant for up to two years.

##### 8.3 Termination Procedure

8.3.1 Upon receipt of a Notice of Termination and prior to the effective date of termination, unless the notice otherwise directs or Consultant takes action to cure a failure to perform under the cure period, Consultant shall immediately begin the phase-out and discontinuance of all services in connection with the performance of this Agreement. Within 30 calendar days after receipt of the Notice of Termination, unless Consultant has successfully cured a failure to perform, Consultant shall submit a statement

showing in detail the services performed under this Agreement prior to the effective date of termination. City retains the option to grant an extension to the time period for submittal of such statement.

8.3.2 Consultant shall submit all completed and/or partially completed work under this Agreement, including but not limited to specifications, designs, plans and exhibits.

8.3.3 Upon receipt of documents described in the Termination Procedure and absent any reason why City may be compelled to withhold fees, Consultant will be compensated for its services based upon a Time & Materials calculation or Consultant and City's estimate of the proportion of the total services actually completed at the time of termination. There will be no compensation for anticipated profits on services not completed.

8.3.4 Consultant acknowledges that City is a public entity and has a duty to document the expenditure of public funds. The failure of Consultant to comply with the submittal of the statement and documents, as required above, shall constitute a waiver by Consultant of any and all rights or claims to payment for services performed under this Agreement.

## ARTICLE IX – RIGHT OF REVIEW AND AUDIT

9.1 Consultant grants City, or its designees, the right to audit, examine or inspect, at City's election, all of Consultant's records relating to the performance of the Work under this Agreement, during the term of this Agreement and retention period herein. The audit, examination or inspection may be performed by a City designee, which may include its internal auditors or an outside representative engaged by City. Consultant agrees to retain its records for a minimum of four years following termination of the Agreement, unless there is an ongoing dispute under this Agreement, then such retention period shall extend until final resolution of the dispute.

9.2 Consultant's records include any and all information, materials and data of every kind and character generated as a result of and relevant to the Work under this Agreement (Consultant's Records). Examples include billings, books, general ledger, cost ledgers, invoices, production sheets, documents, correspondence, meeting notes, subscriptions, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, reports, drawings, receipts, vouchers, memoranda, time sheets, payroll records, policies, procedures, and any and all other agreements, sources of information and matters that may, in City's and Consultant's reasonable judgment, have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any Agreement Documents.

9.3 City agrees that it shall exercise the right to audit, examine or inspect Consultant's Records only during Consultant's regular business hours. Consultant agrees to allow City's designee access to all of Consultant's Records, Consultant's facilities and Consultant's current employees, deemed necessary by City or its designee(s), to perform such audit, inspection or examination. Consultant also agrees to provide adequate and appropriate work space necessary to City or its designees to conduct such audits, inspections or examinations.

9.4 Consultant shall include this audit clause in any subcontractor, supplier or vendor contract.

## ARTICLE X – OWNER REMEDIES

10.1 The City and Consultant agree that in the event the City suffers actual damages, the City may elect to pursue its actual damages and any other remedy allowed by law. This includes but is not limited to:

10.1.1 Failure of the Consultant to make adequate progress and endanger timely and successful completion of the Project, which includes failure of subconsultants to meet contractual obligations;

10.1.2 Failure of the Consultant to design in compliance with the laws of the City, State and/or federal governments, such that subsequent compliance costs exceed expenditures that would have been involved had services been properly executed by the Consultant.

10.1.3 Losses are incurred because of errors and/or omissions in the design, working drawings, specifications or other documents prepared by the Consultant to the extent that the financial losses are greater than the City would have originally paid had there not been errors and/or omissions in the documents.

10.2 When the City incurs non-value added work costs for change orders due to design errors and/or omissions, the City will send the Consultant a letter that includes:

- (1) Summary of facts with supporting documentation;
- (2) Instructions for Consultant to revise design documents, if appropriate, at Consultant's expense;
- (3) Calculation of non-value added work costs incurred by the City; and
- (4) Deadline for Consultant's response.

10.3 The Consultant may be required to revise bid documents and re-advertise the Project at the Consultant's sole cost if, in the City's judgment, the Consultant generates excessive addenda, either in terms of the nature of the revision or the actual number of changes due to the Consultant's errors or omissions.

10.4 The City may withhold or nullify the whole or part of any payment as detailed in Article III.

## ARTICLE XI – CONSULTANT REMEDIES

11.1 If Consultant is delayed due to uncontrollable circumstances, such as strikes, riots, acts of God, national emergency, epidemics, acts of the public enemy, governmental restrictions, laws or regulations or any other causes beyond Consultant's and City's reasonable control, an extension of the Project schedule in an amount equal to the time lost due to such delay shall be Consultant's sole and exclusive remedy. The revised schedule should be approved in writing with a documented reason for granting the extension.

11.2 The City agrees that the Consultant is not responsible for damages arising from any cause beyond Consultant's reasonable control.

11.3 If Consultant requests a remedy for a condition not specified above, Consultant must file a Claim as provided in this Agreement.

## ARTICLE XII – CLAIMS AND DISPUTE RESOLUTION

### 12.1 Filing of Claims

12.1.1 Claims arising from the circumstances identified in this Agreement or other occurrences or events, shall be made by Written Notice delivered by the party making the Claim to the other party within 21 calendar days after the start of the occurrence or event giving rise to the Claim and stating the general nature of the Claim.

12.1.2 Every Claim of Consultant, whether for additional compensation, additional time or other relief, shall be signed and sworn to by a person authorized to bind the Consultant by his/her signature, verifying the truth and accuracy of the Claim.

12.1.3 The responsibility to substantiate a claim rests with the party making the Claim.



12.1.4 Within 30 calendar days of receipt of notice and supporting documentation, City will meet to discuss the request, after which an offer of settlement or a notification of no settlement offer will be sent to Consultant. If Consultant is not satisfied with the proposal presented, Consultant will have 30 calendar days in which to (i) submit additional supporting data requested by the City, (ii) modify the initial request for remedy or (iii) request Mediation.

12.1.5 Pending final resolution of a claim, except as otherwise agreed in writing, Consultant shall proceed diligently with performance of the Agreement, and City shall continue to make payments in accordance with this Agreement.

## 12.2 Mediation

12.2.1 All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

12.2.2 Before invoking mediation, the Parties agree that they shall first try to resolve any dispute arising out of or related to this Agreement through discussions directly between those senior management representatives within their respective organizations who have overall managerial responsibility for similar projects. This step shall be a condition precedent to the use of mediation. If the parties' senior management representatives cannot resolve the dispute within 30 calendar days after a Party delivers a written notice of such dispute, then the Parties shall proceed with the mediation process contained herein.

12.2.2.1 In the event that City or Consultant shall contend that the other has committed a material breach of this Agreement, the Party alleging such breach shall, as a condition precedent to filing any lawsuit, request mediation of the dispute.

12.2.2.2 Request for mediation shall be in writing, and shall request that the mediation commence no less than 30 or more than 90 calendar days following the date of the request, except upon agreement of both parties.

12.2.2.3 In the event City and Consultant are unable to agree to a date for the mediation or to the identity of the mediator or mediators within 30 calendar days of the request for mediation, all conditions precedent in this Article shall be deemed to have occurred.

12.2.2.4 The parties shall share the mediator's fee. Venue for mediation shall be Nueces County, Texas. Any agreement reached in mediation shall be enforceable as a settlement agreement in any court having jurisdiction thereof. No provision of this Agreement shall waive any immunity or defense. No provision of this Agreement is a consent to suit.

12.3 In calculating the amount of any Claim or any measure of damages for breach of contract, the following standards shall apply both to claims by Consultant and to claims by City:

12.3.1 In no event shall either Party be liable, whether in contract or tort or otherwise, to the other Party for loss of profits, delay damages or for any special incidental or consequential loss or damage of any nature arising at any time or from any cause whatsoever;

12.3.2 Damages are limited to extra costs specifically shown to have been directly caused by a proven wrong for which the other Party is claimed to be responsible.

12.4 In case of litigation between the parties, Consultant and City agree that neither party shall be responsible for payment of attorney's fees pursuant to any law or other provision for payment of attorneys' fees. Both Parties expressly waive any claim to attorney's fees should litigation result from any dispute between the parties to this

Agreement.

12.5 In case of litigation between the parties, Consultant and City agree that they have knowingly waived and do hereby waive the right to trial by jury and have instead agreed, in the event of any litigation arising out of or connected to this Agreement, to proceed with a trial before the court, unless both parties subsequently agree otherwise in writing.

12.6 No Waiver of Governmental Immunity. **This Agreement is to perform a governmental function solely for the public benefit. Nothing in this Agreement shall be construed to waive City's governmental immunity from lawsuit, which immunity is expressly retained to the extent it is not clearly and unambiguously waived by state law.**

### ARTICLE XIII – MISCELLANEOUS PROVISIONS

13.1 Assignability. Neither party will assign, transfer or delegate any of its obligations or duties under this Agreement contract to any other person and/or party without the prior written consent of the other party, except for routine duties delegated to personnel of the Consultant staff. This includes subcontracts entered into for services under this Agreement. If the Consultant is a partnership or joint venture, then in the event of the termination of the partnership or joint venture, this contract will inure to the individual benefit of such partner or partners as the City may designate. No part of the Consultant fee may be assigned in advance of receipt by the Consultant 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.

13.2 Provisions Required by Law. Each applicable provision and clause required by law to be inserted into the Agreement shall be deemed to be enacted herein, and the Agreement shall be read and enforced as though each were physically included herein.

13.3 Public Information. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the Consultant agrees that the contract can be terminated if the Consultant knowingly or intentionally fails to comply with a requirement of that subchapter.

13.4 Standard of Care. Services provided by Consultant under this Agreement shall be performed with the professional skill and care ordinarily provided by competent licensed professionals practicing under the same or similar circumstances and professional license; and performed as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.

13.5 Licensing. Consultant shall be represented by personnel with appropriate licensure, registration and/or certification(s) at meetings of any official nature concerning the Project, including scope meetings, review meetings, pre-bid meetings and preconstruction meetings.

13.6 Independent Contractor. The relationship between the City and Consultant under this Agreement shall be that of independent contractor. City may explain to Consultant the City's goals and objectives in regard to the services to be performed by Consultant, but the City shall not direct Consultant on how or in what manner these goals and objectives are to be met.

13.7 Entire Agreement. This Agreement represents the entire and integrated Agreement between City and Consultant and supersedes all prior negotiations, representations or agreements, either oral or written. This Agreement may be amended only by written instrument signed by both the City and Consultant.

13.8 No Third Party Beneficiaries. Nothing in this Agreement can be construed to create rights in any entity other than the City and Consultant. Neither the City nor Consultant intends to create third party beneficiaries by entering into this Agreement.

13.9 Disclosure of Interest. Consultant agrees to comply with City of Corpus Christi Ordinance No. 17112 and complete the *Disclosure of Interests* form.

13.10 Certificate of Interested Parties. For contracts greater than \$50,000, Consultant agrees to comply with Texas Government Code section 2252.908 and complete Form 1295 Certificate of Interested Parties as part of this agreement. Form 1295 must be electronically filed with the Texas Ethics Commission at [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm). The form must then be printed, signed and filed with the City. For more information, please review the Texas Ethics Commission Rules at <https://www.ethics.state.tx.us/legal/ch46.html>.

13.11 Conflict of Interest. Consultant agrees, in compliance with Chapter 176 of the Texas Local Government Code, to complete and file Form CIQ with the City Secretary's Office. For more information and to determine if you need to file a Form CIQ, please review the information on the City Secretary's website at <http://www.cctexas.com/government/city-secretary/conflict-disclosure/index>.

13.11 Title VI Assurance. The Consultant shall prohibit discrimination in employment based upon race, color, religion, national origin, gender, disability or age.

13.12 Controlling Law. This Agreement is governed by the laws of the State of Texas without regard to its conflicts of laws. Venue for legal proceedings lies exclusively in Nueces County, Texas. Cases must be filed and tried in Nueces County and cannot be removed from Nueces County.

13.13 Severability. If, for any reason, any one or more Articles and/or paragraphs of this Agreement are held invalid or unenforceable, such invalidity or unenforceability shall not affect, impair or invalidate the remaining Articles and/or paragraphs of this Agreement but shall be confined in its effect to the specific Article, sentences, clauses or parts of this Agreement held invalid or unenforceable, and the invalidity or unenforceability of any Article, sentence, clause or parts of this Agreement, in any one or more instance, shall not affect or prejudice in any way the validity of this Agreement in any other instance.

13.14 Conflict Resolution Between Documents. Consultant hereby agrees and acknowledges if anything contained in the Consultant-prepared **Exhibit A**, Consultant's Scope of Services, the Consultant's response to the Request for Qualifications related to this project, or in any other document prepared by Consultant and included herein, is in conflict with Articles I-XIII of this Agreement (Articles), the Articles shall take precedence and control to resolve said conflict.

[Signature Page Follows]





3 November 2021

City of Corpus Christi  
P.O. Box 9277  
Corpus Christi, Texas 78469-9200  
Attention: Ms. Brittany Mouttet

Reference: Proposal 2020-P187995V3- 2022 Periodic Corrosion Monitoring Survey for  
the Mary Rhodes Pipeline/ Corpus Christi Project #20253A

Dear Mr. Francis,

EN Engineering, LLC (ENE) is pleased to submit this proposal to conduct the 2022 Periodic Corrosion Monitoring Survey for the Mary Rhodes Pipeline. The 2022 monitoring survey includes approximately two hundred-thirty-one (231) corrosion monitoring stations (CMS), summarized as follows:

- Eighty-seven (87) CMS-6 (Anode) test stations on the 64-inch reinforced concrete pipeline;
- Four (4) test stations for the steel pipe crossing the Guadalupe River and Victoria Barge canal; and
- Forty (40) CMS-1 (Line Current) test stations;
- Approximately 100 test stations in areas mostly without CMS-6 test stations (17 locations at new pipeline crossings).

The monitoring survey is necessary to verify the effectiveness of the stray current mitigation and hot spot protection systems; and to determine, if there are any changes in stray current levels and/or corrosion activity that may require additional mitigation systems. The stray current and hot spot corrosion protection systems help preserve the operating integrity of this critical pipeline for the City's water supply system.

We believe the team we have proposed is uniquely qualified to perform the services required for this important project and we are confident that our experience level will result in a successful project for City of Corpus Christi Water Department. EN Engineering practices professional corrosion engineering services. Our engineering recommendations and designs are prepared without regard to proprietary systems, materials, or components and are always provided in the best interest of our Clients.

Our team includes professionals with over 40 years of design and operating experience as it relates to corrosion engineering and corrosion consulting services. Our industry wide expertise focuses on the liquids and gas pipeline, terminals, storage and refining, water and wastewater industry, alternative energy, transit, and commercial markets. With services that include, but are not limited to the following:

1. Corrosion prevention, design, assessment and troubleshooting of above-grade and underground metallic systems and their associated facilities,
2. Stray DC and AC current mitigation and design,
3. Electrical bonding, continuity or electrical isolation design and assessment,
4. Fitness for service, "condition assessment", laboratory analysis, and field failure evaluation
5. Annual survey, specialized survey, indirect and direct survey, troubleshooting services
6. Project management, construction oversight, inspection, and commission

**Scope/Task:**

1. Attend a project kick-off meeting to discuss the plan of action and overall project schedule immediately prior to the field survey.
2. Evaluate the effectiveness of the cathodic protection for the two (2) steel water crossings. Testing will include the following:
  - a. Pipe-to-earth "On" and "Instant Off" potential measurements on both sides of the insulating flanges at each of the four test stations.
  - b. Potentials will be measured and recorded with a variable impedance voltmeter using the 1, 10, 25, and 100 meg-ohm impedance levels.
  - c. Anode current output measurements measured and recorded using a M.C. Miller M3-A2 or M3-D ammeter at each of the four (4) test stations.
  - d. Anode-to-earth potential measurements, with the anodes temporarily disconnected, at each of the four (4) test stations. Anode potentials will be measured and recorded with a variable impedance voltmeter using the 1, 10, 25, and 100 meg-ohm impedance levels.
3. Conduct pipe-to-earth "On" and "Instant Off" potential measurements, anode current output measurements, and anode-to-earth potential measurements (with the anodes temporarily disconnected) at the eighty-seven (87) CMS-6 (Anode) test stations. The eighty-seven (87) test stations include the sixteen (16) new CMS-6 test stations and the five (5) new anode ground-beds installed at existing CMS-6 test stations during 2018-2019. Potentials will be measured and recorded with a variable impedance voltmeter using the 1, 10, 25, and 100 meg-ohm impedance levels. Anode current outputs will be measured with a M.C. Miller M3-A2 or M3-D ammeter.
4. Evaluate current flow in the piping at the forty (40) CMS-1 (Line Current) test stations. The detailed evaluation will include the following:
  - a. Measurement of pipe-to-earth potentials at each test station using a variable impedance voltmeter on the 1, 10, 25, and 100 meg-ohm impedance levels.
  - b. Measurement of the pipeline resistance between the IR drop test wires and calculation of current flow magnitude and polarity using a M.C. Miller M3-A2 or M3-D volt/ammeter.
  - c. Measurement of pipe-to-earth potential shift at both ends of the IR drop while current is applied along the IR drop.
5. Conduct a close-interval potential survey (CIS) in vicinity of approximately one hundred (100) existing test stations. The testing would be conducted mostly in areas without CMS-6 test stations and would include:
  - a. fourteen (14) locations where testing during 2015 identified stray current activity and anodes were installed during 2020 to verify that the stray current is mitigated;
  - b. 17 new crossing pipeline locations or other locations as requested to be done due to pipeline failures, etc;
  - c. 69 locations with low potentials (0.40 or less) to verify passivation indicative of low corrosion rates or stray current discharge and/or locations with high potentials (0.60 or higher) not near anode groundbeds that would be indicative of active corrosion or stray current pickup. The close-interval survey would be conducted for a distance of approximately 1,000 feet on either side of the test station or crossing pipeline (total length of CIS at each location would be approximately 2,000 feet). Pipe-to-earth potentials would be measured at an approximate spacing of 2.5 feet using a data logger.
6. Attend teleconference meeting for City Review of completed field activities.
7. Analyze field data and prepare a preliminary engineering report that includes:
  - a. All obtained field data;
  - b. Analysis and conclusions; and
  - c. Detailed recommendations and cost estimates for future testing and modifications to the corrosion control system as required in specific areas.

8. Attend a telephonic meeting with the City of Corpus Christi to discuss the preliminary report and prepare a final report that incorporates comments from the City.

### Project Team:

EN Engineering, LLC has a staff of highly experienced and qualified team members available to perform this project. The Corrosion Engineering and Consulting Services business unit contains highly skilled and very experienced project managers, engineers, and drafters responsible for integrity management, code compliance, corrosion control and metallurgical consulting, including:

- Registered Professional Engineers (PE)
- Certified – National Association of Corrosion Engineers International (NACE)
  - Corrosion Specialists
  - Cathodic Protection (CP) Specialists
  - Senior Internal Corrosion Technologists
  - Senior Corrosion Technologists
  - Corrosion Technologists
  - Internal Corrosion Technologists
  - Coating Inspector Program (CIP) Level 2
  - Coating Inspector Program (CIP) Level 1
  - Cathodic Protection (CP) Technologists
  - Cathodic Protection (CP) Technicians
  - Cathodic Protection (CP) Testers

### Key Project Support:

**Michael J. Szeliga, P.E.** - will be the Practice Area Lead overseeing this work. Michael continues to provide technical oversight, technical direction, and the technical review of the corrosion engineering work associated with the cathodic protection design for this project – having done so since 1997.

Michael is a Licensed Professional Engineer in Texas and certified by the NACE Institute as a Corrosion Specialist and Cathodic Protection Specialist. All field data obtained by our Houston Office will be obtained as directed by Michael, reviewed by him and any updates, report technical review, and/or design and monitoring recommendations will be directed by him.

**Bruce Norred, Project Manager-** is responsible for the supervision of all field level activities, the field-testing schedule, and overall project performance and project deliverable. Field employees for this work will be certified by the NACE Institute as a Cathodic Protection Tester or higher in technical certification.

### Schedule:

Notice-to-Proceed	January 10, 2022
Kick Off Meeting	January 24, 2022
Start Field Survey	March 1, 2022
City Review Meeting	July 19, 2022
Submit Preliminary Report	August 23, 2022
City Review Meeting	September 14, 2022
Submit Final Report	October 8, 2022

**Pricing:**

- EN Engineering proposes to provide services on a Not-to-exceed (NTE) basis consistent with the Rate Schedule and Terms & Conditions attached. ENE's total NTE amount for this proposal is \$109,851.00.

Project cost estimates are subject to change if any of the listed project assumptions change. A NTE proposal is provided at a level that is fixed in value. An approved change order document is required to proceed beyond the NTE proposal value. This change order document will:

- Need to be approved by the Client and returned to ENE prior to proceeding with the scope change in work; or
- The Client will need to provide an additional purchase order (or similar written and signed authorization) to proceed.

Project Work will be scheduled upon the receipt of a written or signed authorization to proceed and which references this proposal. This proposal is valid till December 31, 2021.

**Clarifications:**

This proposal is based upon the project description and scope specifically described in this proposal.

Any work or services performed under this proposal will be performed by ENE under the terms and conditions of a contract or agreement that includes the clarifications and/or revision described below. All sections and portions of this proposal are an integral part of this proposal.

1. This proposal is provided in response to your request. Any work or services performed under this proposal will be performed by ENE under the terms and conditions of a contract or agreement that includes the clarifications and/or revision described below. All sections and portions of this proposal are an integral part of this proposal.
2. This proposed project is affected by mobilization and de-mobilization costs to reach the site location with the equipment necessary to conduct the testing. This proposal is quoted to be portal-to-portal.



3. This proposal assumes that the project site or pipeline rights-of-way is clear, assessable, and passible to an individual who is walking and carrying up to twenty-five (25) pounds of equipment.
4. This proposal assumes that a Client project representative will be working to support this project and provide access along the alignment.
5. ENE reserves the right to charge stand-by time at T/M rates or have the fixed fee estimate adjusted by a change order process where significant delays are experienced beyond our control. This includes delays related to security access, access and entry into controlled areas, and operational events that limit our ability to proceed while our employees are required or efficiently remain "on-site" to complete a work task during a same site visit.

I wish to thank-you for the opportunity to provide proposal. If you have any questions, please call me at 346.772.2092

Sincerely,



K. Bruce Norred  
Project Manager

Attachment:

- PL 102CO1 2022 Rate Schedule
- Work Breakdown for Not-to-Exceed Fee Spreadsheet

## Schedule of Rates & Services

*Consulting Services  
Integrity, Metallurgy, Corrosion, PSM and Data Consulting  
Effective January 1, 2022 to December 31, 2022*

Personnel or Service Description	Hourly Rate
<b>Integrity, Metallurgical and Safety Management Consulting Services</b>	
Principal Consultant / Chief Metallurgist	\$250
Sr. Project Manager / Senior Technical Consultant	\$200
Project Manager / Technical Consultant	\$180
Metallurgical Consultant/Engineer II	\$160
Consulting Engineer/Specialist II	\$155
Metallurgical Consultant/Engineer I	\$140
Consulting Engineer/Specialist I	\$135
Associate Consulting Engineer/Specialist II	\$115
Associate Consulting Engineer/Specialist I	\$98
<b>Corrosion Engineering Services</b>	
Principal Consultant	\$250
Director of Corrosion	\$220
Sr. Project Manager/Sr. Technical Consultant	\$200
Project Manager/Technical Consultant	\$180
Sr. Corrosion Engineer	\$160
Corrosion Field Supervisor	\$155
Corrosion Engineer II	\$140
Lead Corrosion Technician	\$125
Corrosion Engineer I	\$120
Sr. Corrosion Technician	\$103
Associate Corrosion Engineer	\$102
Corrosion Technician	\$87
<b>GIS and Data Services</b>	
Director of Data Solutions	\$220
Sr. Project Manager / Senior Technical Consultant	\$200
Project Manager / Technical Consultant	\$180
Data/GIS Solution Architect / Consulting Specialist II	\$160
Data/GIS Solution Developer / Consulting Specialist I	\$146
Sr. Data/GIS Analyst	\$120
Data/GIS Analyst	\$101
Sr. Data/GIS Technician	\$84
Data/GIS Technician	\$68
Data/GIS Associate	\$56
<b>Support Services</b>	
Project Controls Engineer	\$118
CAD Specialist / Designer	\$105
Sr. Drafter	\$90
Drafter	\$82
Project Assistant/Administrative Assistant/Project Controls Specialist	\$70

**Notes**

1. The above hourly rates include salary, payroll burdens, other overheads and fee. These rates do not include state or local gross receipts, sales, use or other forms of special business or occupation taxes not generally levied by most states. Costs associated with such taxes will be charged at actual cost.
2. Above rates are valid through December 31, 2022 after which they are subject to an annual adjustment based on inflation and changes in the labor market.
3. Overtime approved by the client will be charged at a rate of 1.5 times the regular hourly rate for non-exempt employees (GIS Technician, Sr. GIS Technician, Sr. Drafter, Drafter, Sr. Administrative Assistant, and Administrative Assistant) for time worked over 40 hours per week, weekends and holidays. Exempt employees will be charged at the hourly rate for all hours worked.
4. Travel time shall be invoiced portal to portal at the above rates.
5. An invoice will be submitted at the end of each month based on the work completed that month. Payment for the amount invoiced is due and payable within thirty (30) days following receipt of EN invoice. Invoices not paid within 45 days are subject to a 1.5% per month interest charge.
6. Software will be charged at the rates below, in addition to the above rates for personnel:

Pipe Stress Analysis - Caesar II	\$30/hr
Hydraulic Modeling - Synergi	
SES - Right-of-Way Pro (AC and DC Mitigation Modeling)	
SES - Multi-Fields (DC Attenuation & EMF Modeling)	\$50/hr
ANSYS	
Area Isolation Module (AIM) - Synergi	\$80/hr
PRCI Hot Tap	\$180/run

**Reimbursable Expenses**

6. Reimbursable Expenses are in addition to compensation for basic and additional services and include those expenses incurred by COMPANY in the interest of the project, as identified by the following clauses:
7. **Automobile Mileage** - Automobile mileage shall be reimbursed at the standard IRS rate for actual miles traveled in the performance of services. Automobile reimbursement will be adjusted in accordance with IRS guidelines.
8. **Direct costs** incurred in performing the engineering services will be charged at **actual cost**. Such direct costs include but are not limited to the following:
  - a. Expenses in connection with authorized out-of-town travel charge shall include but not be limited to: airfares, automobile rental, lodging, meals, taxi fares, public transportation and parking.
  - b. Expense of postage, courier and messenger services, and handling drawings, specifications and other documents, in connection with the project.
  - c. Expenses of maps, records, abstract fees, permit fees, supplies etc.
9. **Indirect costs** incurred related to performing the engineering services will be charged at actual cost plus **10%**. Such indirect costs shall include but not be limited to the following:
  - a. Expenses for special services or supplies applicable to the project, such as outside technical consultants, outside laboratory expenses, and other identifiable costs.
  - b. Expenses to provide services supplied by a subcontractor or third party consultant such as field survey services, environmental permitting services, land and right-of-way acquisition services, construction inspection services using a third party subcontractor, or third party geotechnical services.
  - c. Expenses for special equipment that includes, but is not limited to: computer time rental, computer software and hardware, reference materials, tools, testing equipment, cameras, video gear, etc. which has been authorized by client for rental, lease, or purchase authorized by client for rental, lease, or purchase.

## Corpus Christi Mary Rhodes 2022 Survey Eng Cost 11-30-2021

<b>WORK BREAKDOWN FOR NOT-TO-EXCEED FEE</b>										
<b>2022 Periodic Corrosion Monitoring Survey</b>										
<b>Mary Rhodes Pipeline</b>										
<b>Corrosion Protection Systems</b>										
<b>EN ENGINEERING, LLC</b>										
<b>CITY OF CORPUS CHRISTI, TEXAS</b>										
<b>TASK</b>	<b>DESCRIPTION</b>	<b>Practice Area Lead HOURS</b>	<b>Sr. Project Manager HOURS</b>	<b>Project Manager HOURS</b>	<b>Sr. Corrosion Engineer HOURS</b>	<b>Sr. Corrosion Technician HOURS</b>	<b>Corrosion Technician HOURS</b>	<b>Sr. Drafter HOURS</b>	<b>Travel Expense</b>	<b>Total Task</b>
1	kick-off meeting/schedule/mobilize	20	0	20	0	2	0	0	\$0.00	\$8,806.00
1a	round trip travel for 2, 3, 4, 5 (5 trips)	0	0	5	0	45	16	0	\$3,000.00	\$9,927.00
2	water crossing cp tests (4)	1	0	1	0	8	0	0	\$200.00	\$1,454.00
3	anode test station survey (87)	4	0	2	0	50	0	0	\$1,370.00	\$7,880.00
4	IR drop test station survey (40)	4	0	2	0	20	20	0	\$1,370.00	\$6,530.00
5	cis 100 test stations	4	0	6	0	150	150	0	\$4,510.00	\$35,090.00
6	meeting (teleconference)	4	0	4	0	0	0	0	\$0.00	\$1,720.00
7	data analyses/preliminary report	54	0	8	0	100	0	32	\$0.00	\$28,120.00
8	meeting (teleconference)/final report	32	0	4	0	8	0	6	\$240.00	\$10,324.00
<b>TOTALS</b>		123	0	52	0	383	186	38		
<b>RATE</b>		\$250.00	\$200.00	\$180.00	\$160.00	\$103.00	\$87.00	\$90.00		
<b>FEE</b>		\$30,750.00	\$0.00	\$9,360.00	\$0.00	\$39,449.00	\$16,182.00	\$3,420.00	\$10,690.00	<b>\$109,851.00</b>
<b>Total Fee for Personnel</b>								\$99,161.00		
<b>Travel Expense</b>								\$10,690.00		
<b>TOTAL PROJECT</b>								<b>\$109,851.00</b>		
<b>Date prepared: April 14, 2021</b>										
<b>Prepared by: Michael J. Szeliga, P.E.</b>										
<b>Notes:</b> Edited B. Norred 11-03-2021										
<b>1. This fee calculation corresponds with the approximate scope of services included in the 2015 Corrosion Monitoring Survey Report.</b>										
<b>2. Expenses are estimated at \$600.00 per round trip airline ticket and \$170.00 per day per diem expenses.</b>										
<b>No mark-up is added to travel expenses.</b>										

Sample form for:  
 Payment Request  
 AE Contract  
 Revised 02/01/17

**COMPLETE PROJECT NAME**  
 Project No. XXXX  
 Invoice No. 12345  
 Invoice Date 01/01/2017

	Contract		Amd No. 1		Amd No. 2		Total Contract		Current Invoice	Previous Invoice	Total Invoice	Remaining Balance	Percent Complete
	Contract	Amd No. 1	Amd No. 2	Contract	Amd No. 1	Amd No. 2	Contract						
<b>Basic Services:</b>													
Preliminary Phase	\$1,000.00	\$0.00	\$0.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	\$0.00	\$1,000.00	\$1,000.00	\$0.00	\$0.00	100.0%
Design Phase	\$2,000.00	\$1,000.00	\$0.00	\$3,000.00	\$0.00	\$0.00	\$3,000.00	\$1,000.00	\$500.00	\$1,500.00	\$1,000.00	\$1,500.00	50.0%
Bid Phase	\$500.00	\$0.00	\$0.00	\$750.00	\$250.00	\$0.00	\$750.00	\$0.00	\$0.00	\$0.00	\$0.00	\$750.00	0.0%
Construction Phase	\$2,500.00	\$0.00	\$0.00	\$3,500.00	\$1,000.00	\$0.00	\$3,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,500.00	0.0%
Subtotal Basic Services	\$6,000.00	\$1,000.00	\$1,250.00	\$8,250.00	\$1,250.00	\$0.00	\$8,250.00	\$1,000.00	\$1,500.00	\$2,500.00	\$1,000.00	\$5,750.00	30.3%
<b>Additional Services:</b>													
Permitting	\$2,000.00	\$0.00	\$0.00	\$2,000.00	\$0.00	\$0.00	\$2,000.00	\$500.00	\$0.00	\$500.00	\$0.00	\$1,500.00	25.0%
Warranty Phase	\$0.00	\$1,120.00	\$0.00	\$1,120.00	\$0.00	\$0.00	\$1,120.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,120.00	0.0%
Inspection	\$0.00	\$0.00	\$0.00	\$1,627.00	\$1,627.00	\$0.00	\$1,627.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,627.00	0.0%
Platting Survey	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
O & M Manuals	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
SCADA	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Subtotal Additional Services	\$2,000.00	\$1,120.00	\$1,627.00	\$4,747.00	\$1,627.00	\$0.00	\$4,747.00	\$500.00	\$0.00	\$500.00	\$0.00	\$4,247.00	10.5%
<b>Summary of Fees:</b>													
Basic Services Fees	\$6,000.00	\$1,000.00	\$1,250.00	\$8,250.00	\$1,250.00	\$0.00	\$8,250.00	\$1,000.00	\$1,500.00	\$2,500.00	\$1,000.00	\$5,750.00	30.3%
Additional Services Fees	\$2,000.00	\$1,120.00	\$1,627.00	\$4,747.00	\$1,627.00	\$0.00	\$4,747.00	\$500.00	\$0.00	\$500.00	\$0.00	\$4,247.00	10.5%
<b>Total of Fees</b>	\$8,000.00	\$2,120.00	\$2,877.00	\$12,997.00	\$2,877.00	\$0.00	\$12,997.00	\$1,500.00	\$1,500.00	\$3,000.00	\$1,000.00	\$9,997.00	23.1%

**Notes:**

**A PURCHASE ORDER NUMBER MUST BE INCLUDED ON ALL INVOICES AND INVOICE CORRESPONDENCE. FAILURE TO COMPLY WILL RESULT IN DELAYED PAYMENT OF INVOICES.**

If needed, update this sample form based on the contract requirements.

If applicable, refer to the contract for information on what to include with time and materials (T&M).

## EXHIBIT C

**Insurance Requirements****Pre-Design, Design and General Consulting Contracts**

1.1 Consultant must not commence work under this agreement until all required insurance has been obtained and such insurance has been approved by the City. Consultant must not allow any subcontractor to commence work until all similar insurance required of any subcontractor has been obtained.

1.2 Consultant must furnish to the Director of Engineering Services with the signed agreement a copy of Certificates of Insurance (COI) with applicable policy endorsements showing the following minimum coverage by an insurance company(s) acceptable to the City's Risk Manager. **A waiver of subrogation is required on all applicable policies. Endorsements must be provided with COI. Project name and or number must be listed in Description Box of COI.**

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
<b>30-written day notice of cancellation, required on all certificates or by applicable policy endorsements</b>	<b>Bodily Injury and Property Damage</b> Per occurrence - aggregate
PROFESSIONAL LIABILITY (Errors and Omissions)	\$1,000,000 Per Claim  If claims made policy, retro date must be prior to inception of agreement, have 3-year reporting period provisions or be maintained for 3 years after project completion.

1.3 In the event of accidents of any kind related to this agreement, Consultant must furnish the City with copies of all reports of any accidents within 10 days of the accident.

1.4 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, with the exception of professional liability, which may be on a per claims made 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. **Consultant is required to provide City with renewal Certificates.**

1.5 Consultant is required to 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: Engineering Services  
P.O. Box 9277  
Corpus Christi, TX 78469-9277

**1.6 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:**

1.6.1 Provide thirty (30) calendar days advance written notice directly to City of any suspension, cancellation or non-renewal of coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.

1.7 Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, 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.

1.8 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 remove the exhibit hereunder, and/or withhold any payment(s) if any, which become due to Consultant hereunder until Consultant demonstrates compliance with the requirements hereof.

1.9 Nothing herein contained shall be construed as limiting in any way the extent to which Consultant may be held responsible for payments of damages to persons or property resulting from Consultant's or its subcontractor's performance of the work covered under this agreement.

1.10 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 agreement.

1.11 It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this agreement.

## EXHIBIT D

Excerpt from FORM 00 72 00 GENERAL CONDITIONS  
for Construction Projects related to design services is  
NULL to this Agreement.





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:** EN Engineering LLC

**P. O. BOX:** \_\_\_\_\_

**STREET ADDRESS:** 28100 Torch Pkwy, Suite 400 **CITY:** Warrenville, IL **ZIP:** 60555-3938

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

### DISCLOSURE QUESTIONS

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

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

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

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

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

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

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

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

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

**FILING REQUIREMENTS**

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

**CERTIFICATION**

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

**Certifying Person:** Jenny Hudson, PE **Title:** Vice President  
(Type or Print)

**Signature of Certifying Person:** \_\_\_\_\_ **Date:** 11/15/2021

**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.