

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 **RVE, Inc.**, a Texas corporation, 820 Buffalo Street, Corpus Christi, Nueces County, Texas 78401, (**Architect/Engineer – A/E**), hereby agree as follows:

1. SCOPE OF PROJECT (**Barge Dock Improvements: Project #3426**)

The **Barge Dock Investigation** includes project management, research and review of record drawings and information, topographic and bathymetric survey, geotechnical and concrete testing and analysis, void survey, timber pile evaluation, bulkhead and tie back evaluation, storm sewer condition observations, and underwater storm sewer outfall observations of the barge dock and rear sloped seawall from the north end of the stepped seawall where it meets the south end of the barge dock, to the north end of the barge dock where it meets the Art Museum. As an option, the City may also elect to include a wave loading analysis, and structural stability analysis to determine the structural condition of the barge dock and seawall after the initial investigation. The investigation and analysis will estimate the fitness of the overall structure to perform as originally designed, per current engineering standards and FEMA approved modeling methods, from wave height data developed by URS for the recently published Draft FIRM Map 320 G update.

The **Barge Dock Definition** includes meetings with Barge Dock Stakeholders and City Staff, and engineering analysis to determine if the Barge Dock should continue to function as designed, or if additional uses, or a different use or uses are needed. The result of this project would determine what, if any, improvements are needed, what those improvements would look like, and a rough order of magnitude of the improvement costs. The first step would be meetings with Stakeholders, in addition to applicable City departments, to develop a project definition. These Stakeholders would likely include the Type A Board, Port of Corpus Christi, RTA, American Bank Center, Downtown Development District, Art Museum and others as determined by City Staff. These meetings would identify the wants and needs of the various groups. Using that information a written project program with conceptual drawings would be developed for presentation to the Stakeholders for review and comment. The plan would then be presented to Council for concept approval. The concept and drawings would finally be refined based on Stakeholder and Council comments, a rough order of magnitude of costs would be developed, and a final presentation made to Council for approval and authorization to proceed with design.

The **Barge Dock Design Project** scope and budget has not been defined and will be included by addendum, if funded.

2. SCOPE OF SERVICES

The A/E hereby agrees, at its own expense, to perform investigations, develop a use definition and a rough order of magnitude of costs, and design services necessary to prepare reports and recommendations, review and prepare plans, specifications, and bid and contract documents. In addition, A/E will provide monthly status updates (project progress or delays, gantt charts presented with monthly invoices) and provide contract administration services, as described in **Exhibit "A" and "A-1"**, to complete the Project. **Exhibit "A-1" provides supplemental description of services to Exhibit "A" and does not intended to supersede services described in Exhibit "A"**. 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. MANDATORY REQUIREMENTS

A/E agrees to the mandatory contract 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. Monthly invoices will be submitted in accordance with **Exhibit "D"**.

6. TERMINATION OF CONTRACT

The City may, at any time, with or without cause, terminate this contract upon seven days written notice to the A/E at the address of record. In this event, the A/E will be compensated for its services on all stages authorized based upon A/E and City's estimate of the proportion of the total services actually completed at the time of termination.

7. LOCAL PARTICIPATION

The City Council's stated policy is that City expenditures on contracts for professional services be of maximum benefit to the local economy. The A/E agrees that at least 75% of the work described herein will be performed by a labor force residing within the Corpus Christi Metropolitan Statistical Area (MSA). Additionally, no more than 25% of the work described herein will be performed by a labor force residing outside the Corpus Christi Metropolitan Statistical Area (MSA.)

8. ASSIGNABILITY

The A/E will not assign, transfer or delegate any of its obligations or duties in this contract to any other person without the prior written consent of the City, except for routine duties delegated to personnel of the A/E staff. If the A/E is a partnership, then in the event of the termination of the partnership, this contract will inure to the individual benefit of such partner or partners as the City may designate. No part of the A/E fee may be assigned in advance of receipt by the A/E without written consent of the City.

The City will not pay the fees of expert or technical assistance and consultants unless such employment, including the rate of compensation, has been approved in writing by the City.

HDR Engineering Inc. is approved to assist with the Barge Dock Investigation.

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. INSURANCE, INDEMNIFICATION AND HOLD HARMLESS

The Consultant will submit to the City Engineer a certificate of insurance, with the City named as additionally insured, showing the minimum coverage set forth in Exhibit "B" by an insurance company acceptable to the City. The Consultant further agrees to indemnify, save harmless and defend the City of Corpus Christi, and its agents, servants, and employees as more fully set forth in **Exhibit "B"**.

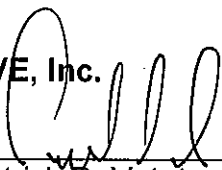
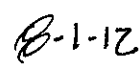
11. DISCLOSURE OF INTEREST

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 attached hereto as **Exhibit "C"**.

CITY OF CORPUS CHRISTI

Oscar Martinez, P.E. Date
Assistant City Manager

RVE, Inc.

Patrick D. Veteto, P.E. Date
820 Buffalo Street
Corpus Christi, TX 78401
(361) 887-8851 Office
(361) 887-8855 Fax

RECOMMENDED

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

ATTEST

Armando Chapa, City Secretary

APPROVED AS TO FUNDING ONLY

Office of Mgmt & Budget Date

ENTERED

AUG 01 2012

CONTRACT MANAGERS:



EXHIBIT A
CITY OF CORPUS CHRISTI, TEXAS
Barge Dock Improvements: Project #3426

1. SCOPE OF SERVICES

A. Basic Services.

(Basic Services will include the following in addition to those items shown on **Exhibit "A-1" Task List.**)

1. Preliminary Phase. The Architect/Engineer-A/E will:

It is the intent of the Preliminary Phase to provide a study and report of project scope with economic and technical evaluation of alternatives, and upon approval, proceed in a **Engineering Letter Report** which includes preliminary designs, drawings, and written description of the project. This report shall include:

- a. Provide scope of soil investigations, borings, and laboratory testing and make recommendations to the City. Coordinate all required services with the Geotech Lab. (The City Engineering Services Department will provide necessary soil investigation and testing under one or more separate contracts.)
- b. Confer with the City staff at the start of this phase regarding the design parameters of the Project. The Engineer will participate in a minimum of **four (4)** formal meeting(s) with City staff, provide agenda and purpose for each formal meeting; document and distribute meeting minutes and meeting report within seven (7) working days of the meeting. The A/E will discuss the project with the operating department (Water, Wastewater, Gas, Storm Water, Streets, etc.) and other agencies, including but not limited to the Texas Department of Transportation (TxDOT) and Texas Commission on Environmental Quality (TCEQ) as required to satisfactorily complete the Project.
- c. Submit one (1) copy in an approved electronic format, and one (1) paper copy of the **Engineering Letter Report**, with executive summary, opinion of probable construction costs, defined technical evaluations of identified feasible alternatives and review with City staff to produce an acceptable format. The Engineering Letter Report will include the following (with **CONSTRUCTABILITY** being a major element in all the following items):
 - 1) Review the Project with the respective Operating Department(s) for clarification and definition of intent and execution of the Project; The A/E will meet with City staff to collect data, discuss materials and methods of construction, and identify design and construction requirements.
 - 2) Review and investigation of available records, archives, and pertinent data related to the Project including taking photographs of the Project site, list of potential problems and possible conflicts, intent of design, and improvements required, and conformance to relevant Master Plan(s).
 - 3) Identify results of site field investigation including site findings, existing conditions, potential right of way/easements, and probable Project design solutions (which are common to municipalities).

- 4) Provide a presentation of pertinent factors, sketches, designs, cross-sections, and parameters which will or may impact the design, including engineering design basis, preliminary layout sketches, identification of needed additional services, preliminary details of construction of critical elements, identification of needed permits, identification of specifications to be used, identification of quality and quantity of materials of construction, and other factors required for a professional design (CONSTRUCTABILITY).
- 5) Advise of environmental site evaluations and archeology reports that are needed for the Project (Environmental issues and archeological services to be an Additional Service).
- 6) Identify and analyze requirements of governmental authorities having jurisdiction to approve design of the Project including permitting, environmental, historical, construction, and geotechnical issues; meet and coordinate with pertinent agencies such as RTA, CCISD, and TDLR.
- 7) Confer, discuss, and meet with City operating department(s) and Engineering Services staff to produce a cohesive, well-defined proposed scope of design, probable cost estimates(s) and design alternatives.
- 8) Provide a letter stating that the A/E and Sub-consultant Engineers have checked and reviewed the Engineering Letter Report prior to submission.

City staff will provide one set only of the following information (as applicable):

- a. Record drawings, record information of existing facilities, and utilities (as available from City Engineering files).
 - b. The preliminary budget, specifying the funds available for construction.
 - c. Aerial photography for the Project area.
 - d. Through separate contract, related GIS mapping for existing facilities.
 - e. A copy of existing studies and plans. (as available from City Engineering files).
 - f. Field location of existing city utilities. (A/E to coordinate with City Operating Department.)
 - g. Provide applicable Master Plans.
2. Design Phase. Upon approval of the preliminary phase, designated by receiving authorization to proceed, the A/E will:
- a. Study, verify, and implement **Engineering Letter Report** recommendations including construction sequencing, connections to the existing facilities, and restoration of property and incorporate these plans into the construction plans. Development of the construction sequencing will be coordinated with the City Operating Department(s) and Engineering Services staff.
 - b. Prepare **one** set of Construction Bid and Contract Documents in City format (using City Standards as applicable), including Contract agreement forms, general conditions and supplemental conditions, notice to bidders, instruction to bidders, insurance, bond requirements, and preparation of other contract and bid related items; specifications and drawings to fix and describe, for **one** bid, the size and character of the entire Project; description of materials to be utilized; and such other essentials as may be necessary for construction and cost analysis.

- c. Provide assistance identify testing, handling and disposal of any hazardous materials and/or contaminated soils that may be discovered during construction (to be included under additional services).
- d. Prepare final quantities and estimates of probable costs with the recommended construction schedule. The construction schedule will provide a phased approach to track progress and payments.
- e. Furnish one (1) copy of the pre-final plans and bid documents to the City staff for review and approval purposes with estimates of probable construction costs. Identify distribution list for plans and bid documents to all affected utilities including City and all other affected entities. **Required** with the pre-final plans is a "Plan Executive Summary" which will identify and summarize the project by distinguishing key elements such as:
 - Pipe Size or Building Size
 - Pipe Material, etc.
 - Why one material is selected over another
 - Pluses of selections
 - ROW requirements and why
 - Permit requirements and why
 - Easement requirements and why
 - Embedment type and why
 - Constructability, etc.
 - Specific requirements of the City
 - Standard specifications
 - Non-standard specifications
 - Any unique requirements
 - Cost, alternatives, etc.
 - Owner permit requirements and status
- f. Assimilate all review comments, modifications, additions/deletions and proceed to next phase, upon Notice to Proceed.
- g. Provide Quality Assurance/Quality Control (QA/QC) measures to ensure that submittal of the pre-final and final complete plans and complete bid documents with specifications accurately reflect the percent completion designated and do not necessitate an excessive amount of revision and correction by City staff. **The Consultant A/E and Sub-consultant A/E shall submit a letter declaring that all engineering disciplines of all phases of the submittals have been checked, reviewed, and are complete prior to submission, and include signature of all disciplines including but not limited to structural, civil, mechanical, electrical, etc.**
- h. Provide construction traffic controls including a Traffic Control Plan, illumination, markings and striping, signalization, as directed by the City Traffic Engineering Department.
- i. Upon approval by the Director of Engineering Services, provide one (1) set (hard copy and electronic) of final plans and contract documents suitable for reproduction (In City Format) and said bid documents henceforth become the sole property and ownership of the City of Corpus Christi.
- j. The City agrees that any modifications of the submitted final plans (for other uses by the City) will be evidenced on the plans and be signed and sealed by a professional engineer prior to re-use of modified plans.

- k. Prepare and submit monthly status reports with action items developed from monthly progress and review meetings.
- l. Provide Storm Water Best Management Practices Recommendations (Contractor will be required to provide a Storm Water Pollution Prevention Plan).

The City staff will:

- a. Designate an individual to have responsibility, authority, and control for coordinating activities for the professional services contract awarded.
- b. Provide the budget for the Project specifying the funds available for the construction contract.
- c. Provide the City's standard specifications, standard detail sheets, standard and special provisions, and forms for required bid documents.

3. Bid Phase. The A/E will:

- a. Participate in the pre-bid conference and provide a recommended agenda for critical construction activities and elements impacted the project.
- b. Assist the City in solicitation of bids by identification of prospective bidders, and review of bids by solicited interests.
- c. Review all pre-bid questions and submissions concerning the bid documents and prepare, in the City's format, for the Engineering Services' approval, any addenda or other revisions necessary to inform contractors of approved changes prior to bidding.
- d. Attend bid opening, analyze bids, evaluate, prepare bid tabulation, and make recommendation concerning award of the contract.
- e. In the event the lowest responsible bidder's bid exceeds the project budget as revised by the Engineering Services in accordance with the A/E's design phase estimate required above, the A/E will, at its expense, confer with City staff and make such revisions to the bid documents as the City staff deems necessary to re-advertise that particular portion of the Project for bids.

The City staff will:

- a. Arrange and pay for printing of all documents and addenda to be distributed to prospective bidders.
 - b. Advertise the Project for bidding, maintain the list of prospective bidders, receive and process deposits for all bid documents, issue (with the assistance of the A/E) any addenda, prepare and supply bid tabulation forms, and conduct bid opening.
 - c. Receive the Engineer's recommendation concerning bid evaluation and recommendation and prepare agenda materials for the City Council concerning bid awards.
 - d. Prepare, review and provide copies of the contract for execution between the City and the contractor.
4. Construction Phase. The A/E will perform contract administration to include the following:
- a. Participate in pre-construction meeting conference and provide a recommended agenda for critical construction activities and elements impacted the project.
 - b. Review for conformance to contract documents, shop and working drawings, materials and other submittals.

- c. Review field and laboratory tests.
- d. Provide interpretations and clarifications of the contract documents for the contractor and authorize required changes, which do not affect the contractor's price and are not contrary to the general interest of the City under the contract.
- e. Make regular visits to the site of the Project to confer with the City project inspector and contractor to observe the general progress and quality of work, and to determine, in general, if the work is being done in accordance with the contract documents. This will not be confused with the project representative observation or continuous monitoring of the progress of construction.
- f. Assist the City in the preparation of change orders as authorized.
- g. Make final inspection with City staff and provide the City with a Certificate of Completion for the project.
- h. Review construction "red-line" drawings, prepare record drawings of the Project as constructed (from the "red-line" drawings, inspection, and the contractor provided plans) and deliver to the Engineering Services a reproducible set and electronic file (AutoCAD r.14 or later) of the record drawings. All drawings will be CADD drawn using *dwg* format in AutoCAD, and graphics data will be in *dxf* format with each layer being provided in a separate file. Attribute data will be provided in ASCII format in tabular form. All electronic data will be compatible with the City GIS system.

The City staff will:

- a. Designate an individual to have responsibility, authority, and control for coordinating activities for the construction contract awarded.
- b. Prepare applications/estimates for payments to contractor.
- c. Conduct the final acceptance inspection with the Engineer.
- d. Prepare change orders as required.
- e. Provide construction observation services unless these additional services are authorized for the consultant to perform.

B. Additional Services (ALLOWANCE)

This section defines the scope (and ALLOWANCE) for compensation for additional services that may be included as part of this contract, but the A/E will not begin work on this section without specific written approval by the Director of Engineering Services. Fees for Additional Services are an allowance for potential services to be provided and will be **negotiated** by the Director of Engineering Services as required. The A/E will, with written authorization by the Director of Engineering Services, do the following:

1. **Permitting.** Furnish the City all engineering data and documentation necessary for all required permits. The A/E will prepare this documentation for all required signatures. The A/E will prepare and submit all permits **as applicable** to the appropriate local, state, and federal authorities, including, but not limited to:
 - a. Union Pacific Railroad, Missouri Pacific Railroad, or any other railroad operating in the area
 - b. TxDOT Permits/Amendments
 - c. Wetlands Delineation and Permit
 - d. Temporary Discharge Permit
 - e. NPDES Permit/Amendments
 - f. Texas Commission of Environmental Quality (TCEQ) Permits/Amendments

- g. Nueces County
 - h. Texas Historical Commission (THC)
 - i. U.S. Fish and Wildlife Service (USFWS)
 - j. U.S. Army Corps of Engineers (USACE)
 - k. United States Environmental Protection Agency (USEPA)
 - l. Texas Department of License and Regulation (TDLR)
2. **Right-of-Way (ROW) Acquisition Survey.** The A/E will review existing ROW and easements to ascertain any conflicts and provide field ROW surveys and submit ROW parcel drawings and descriptions for the City's use in the acquisition process. All work must comply with Category 1-A, Condition I specifications of the Texas Society of Professional Surveyors' Manual of Practice for Land Surveying in the State of Texas, Ninth Edition. All work must be tied to and conform to the City's Global Positioning System (GPS) control network and comply with all TxDOT requirements as applicable. A/E Consultant will be required to perform all necessary deed research. The City will provide title commitments for each parcel to be acquired and will be used as the basis for the A/E's deed research. **PLATTING IS NOT INCLUDED.**
3. **Topographic Survey.** Provide field surveys, as required for design including the necessary control points, coordinates and elevations of points (as required for the aerial mapping of the Project area - aerial photography to be provided by City). Establish base survey controls for line and elevation staking (not detailed setting of lines and grades for specific structures or facilities). All work must be tied to and conform to the City's Global Positioning System (GPS) control network and comply with Category 6, Condition I specifications of the Texas Society of Professional Surveyors' Manual of Practice for Land Surveying in the State of Texas, Ninth Edition. Include reference to a minimum of two (2) found boundary monuments from the project area.
4. **Subsurface Utility Engineering (S.U.E.).** Upon receiving authorization from the City to proceed, conduct hydro-excavation, pneumatic excavation, or probing, with or without water jet assistance, to identify underground utilities of record. The process will conform to subsurface utility engineering in accordance with ASCE Standard C-1, 38-02.
5. **Public Meeting.** Assist City in preparing exhibits and conducting three (3) public meetings.
6. **Environmental Issues.**
- a. Provide environmental site evaluations and Archeology Reports that are needed for the Project.
 - b. Identify and develop a scope of work for any testing, handling and disposal of hazardous materials and/or contaminated soils that may be discovered during construction.
7. **Construction Observation Services (Duration TBD).**
1. Provide a project representative (PR) to provide periodic construction observation.

- A. Through such additional observations of Contractor's work in progress and field checks of materials and equipment by the PR and assistants, the A/E shall endeavor to provide further protection for the CITY against defects and deficiencies in the Work.
- B. The duties and responsibilities of the PR are described as follows:
1. General: PR will act as directed by and under the supervision of A/E, and will confer with A/E regarding PR's actions. PR's dealings in matters pertaining to the Contractor's work in progress shall in general be with A/E and Contractor, keeping the CITY advised as necessary.
 2. Conference and Meetings: Attend meetings with Contractor, such as pre-construction conferences, progress meetings, job conferences and other project-related meetings as required by the City, and prepare and circulate copies of minutes thereof.
 3. Liaison:
 - A. Serve as liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents.
 - B. PR shall communicate with CITY with the knowledge of and under the direction of A/E
 4. Interpretation of Contract Documents: Report when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued.
 5. Shop Drawings and Samples:
 - A. Receive Samples, which are furnished at the Site by Contractor, and notify of availability of Samples for examination.
 - B. Record date of receipt of Samples and approved Shop Drawings.
 - C. Advise Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which PR believes that the submittal has not been approved.
 6. Review of Work and Rejection of Defective Work:
 - A. Conduct on-Site observations of Contractor's work in progress to assist A/E in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - B. Report whenever PR believes that any part of Contractor's work in progress will not produce a completed Project that conforms to the Contract Documents or will prejudice the integrity of the design concept of the completed Project, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise City and A/E of that part of work in progress that PR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 - C. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public agencies having jurisdiction over the Work.
 7. Records:
 - A. Maintain orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the Contract, A/E's clarifications and interpretations of the

- Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project related documents.
- B. Prepare a daily report utilizing approved City format, recording Contractor's hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to A/E and the City.
8. Reports:
- A. Furnish periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
 - B. Report immediately to the CITY and A/E the occurrence of any Site accidents, any Hazardous Environmental Conditions, emergencies, or acts of God endangering the Work, and property damaged by fire or other causes.
 - C. Provide project photo report on CD-ROM at the rate of a minimum of two photographs per day, including an adequate amount of photograph documentation of utility conflicts.
9. Completion:
- A. Before the issue of Certificate of Completion, submit to Contractor a list of observed items requiring completion or correction.
 - B. Participate in a final inspection in the company of A/E, the CITY, and Contractor and prepare a final list of items to be completed or corrected.
 - C. Observe whether all items on final list have been completed or corrected and make recommendations concerning acceptance and issuance of the Notice of Acceptability of the Work.
8. **Warranty Phase.** Provide a maintenance guaranty inspection toward the end of the one-year period after acceptance of the Project. Note defects requiring contractor action to maintain, repair, fix, restore, patch, or replace improvement under the maintenance guaranty terms of the contract. Document the condition and prepare a report for the City staff of the locations and conditions requiring action, with its recommendation for the method or action to best correct defective conditions and submit to City Staff. Complete the inspection and prepare the report no later than sixty (60) days prior to the end of the maintenance guaranty period.
9. **Investigation Project** includes project management, research and review of record drawings and information, topographic and bathymetric survey, geotechnical and concrete testing and analysis, void survey, timber pile evaluation, bulkhead and tie back evaluation, storm sewer condition observations, and underwater storm sewer outfall observations of the barge dock and rear sloped seawall from the north end of the stepped seawall where it meets the south end of the barge dock, to the north end of the barge dock where it meets the Art Museum. As an option, the City may also elect to include a wave loading analysis, and structural stability analysis to determine the structural condition of the barge dock and seawall after the initial investigation. The investigation and analysis will estimate the fitness of the overall structure to perform as originally designed, per current engineering standards and FEMA approved modeling methods, from wave height data developed by URS for the recently published Draft FIRM Map 320 G update.
10. **Definition Project.** The **Barge Dock Definition** includes meetings with Barge Dock

Stakeholders and City Staff, and engineering analysis to determine if the Barge Dock should continue to function as designed, or if additional uses, or a different use or uses are needed. The result of this project would determine what, if any, improvements are needed, what those improvements would look like, and a rough order of magnitude of improvement costs. The first step would be meetings with Stakeholders, in addition to applicable City departments, to develop a project definition. These Stakeholders would likely include the Type A Board, Port of Corpus Christi, RTA, American Bank Center, Downtown Development District, Art Museum and others as determined by City Staff. These meetings would identify the wants and needs of the various groups. Using that information a written project program with conceptual drawings would be developed for presentation to the Stakeholders for review and comment. The plan would then be presented to Council for concept approval. The concept and drawings would then be refined based on Stakeholder and Council comments, a preliminary opinion of probable costs would be developed, and a final presentation made to Council for approval and authorization to proceed with design.

11. Provide the services above authorized in addition to those items shown on **Exhibit "A-1" Task List.**

2. SCHEDULE

ACTIVITY	DATE
Barge Dock Elevation Project #3426	
Begin Investigation Project	Upon Receipt of Notice to Proceed
Submit Investigation Report	Six (6) Months from Completion of All Forensic Tests
Begin Definition Project	Upon Receipt of Notice to Proceed
Submit Definition Report	Six (6) Months from Notice to Proceed
Begin Design Project	TBD
Submit Final PS&E	TBD
Pre-Bid Conference	TBD
Project Bid Date	TBD
Begin Construction	TBD
Complete Construction	TBD

3. FEES

- A. **Fee for Basic Services.** The City will pay the A/E a fixed fee for providing for all "Basic Services" authorized as per the table below. The fees for Basic Services will not exceed those identified and will be full and total compensation for all services outlined in Section I.A.1-4 above, and for all expenses incurred in performing these services. For services provided in Section I.A.1-4, A/E will submit monthly statements for basic services rendered. In Section I.A.1-3, the statement will be based upon A/E's estimate (and City Concurrence) of the proportion of the total services actually completed at the time of billing. For services provided in Section I.A.4, the statement will be pro-rated based

upon the estimated construction duration shown in Section 1.B.7.above. Services required beyond the estimated construction duration are subject to additional fees to be determined. City will make prompt monthly payments in response to A/E's monthly statements.

B. Fee for Additional Services. For services authorized by the Director of Engineering Services under Section I.B. "Additional Services" the City will pay the A/E a not-to-exceed fee as per the table below:

Summary of Fees

Barge Dock Project No. 3426	
Fee for Basic Services	
1. Preliminary Phase	TBD
2. Design Phase	TBD
3. Bid Phase	TBD
4. Construction Phase	TBD
Subtotal Basic Services Fees	TBD
Fee for Additional Services (Allowance)	
1. Permitting	
a. USACE Permit	TBD
b. GLO Easement	TBD
c. LSLs Survey	TBD
d. TDLR Registration	TBD
e. Other	TBD
Subtotal Fee for Permitting	TBD
2. ROW Acquisition Survey	TBD
3. Topographic Survey	TBD
4. Subsurface Utility Engineering (SUE)	TBD
5. Public Meetings (3 Meetings)	TBD
6. Environmental Issues	TBD
7. Construction Observation Services (Duration TBD)	TBD
8. Warranty Phase	TBD
9. Project Investigation	
a. Project Management (Authorized)	\$13,620
b. Topographic and Bathymetric Surveys (Authorized)	\$12,180
c. Geotechnical and Concrete Testing (Authorized)	\$ 7,210
d. Seawall Void Survey (Authorized)	\$15,930
e. Timber Pile Assessment (Authorized)	\$33,370
f. Bulkhead and Tie Back Assessment (Authorized)	\$31,690
g. Storm Sewer Cleaning and Video (Authorized)	\$ 5,920
h. Storm Water Outfall U/W Inspection (Authorized)	\$ 8,080

i. Wave Loading Analysis	\$73,780
j. Structural Stability Analysis	\$28,260
k. Comprehensive Report of Findings (Authorized)	\$18,560
Subtotal Fee for Project Investigation	\$248,600
10. Project Definition	
a. Initial Meeting with Staff	\$990
b. Develop Initial Project Program	\$11,180
c. Initial Meeting with Stakeholders	\$11,760
d. Revise Program and Meet with Staff	\$6,860
e. Revise and Prepare Concept Drawings and ROM	\$12,040
f. Meet with Staff to Review Concept and ROM	\$1,440
g. Present Concept and ROM to Stakeholders	\$4,240
h. Revise Concept and ROM	\$3,740
i. Council Presentation	\$3,100
j. Final Concept, ROM and Report	\$5,920
Subtotal for Project Definition	\$61,270
Subtotal Additional Services (Allowance)	\$309,870
Total Fee	\$309,870

EXHIBIT A-1

CITY OF CORPUS CHRISTI Barge Dock Improvements: Project #3426

TASK LIST

GENERAL

The **Barge Dock Improvements** initially includes only two Additional Service Components, but no Basic Services; **(1) Barge Dock Investigation** to determine the existing condition and fitness for continued use as originally designed, and **(2) Barge Dock Definition** to determine if the Barge Dock should continue to function as designed, or if additional uses, or a different use or uses are needed.

The **Barge Dock Improvements** may lead to a **Design Project** requiring Basic Services and other Additional Services for design of improvements as needed to meet the requirements for the desired barge dock function determined as a result of the **Barge Dock Definition**. A scope and budget has not yet been established and will be included by addendum, if approved and funded.

Monthly progress reports shall be prepared for submittal to the City and submitted by the last Wednesday of each month.

BASIC SERVICES TASK LIST

Preliminary Phase

Engineering Letter Report

Preparation of the Engineering Letter Report will be in two parts; a Preliminary Engineering Letter Report and Final Engineering Letter Report. The Preliminary Engineering Letter Report will be used as the basis for all regulatory permitting, easement applications and ROW acquisitions, if necessary. After all permits and easements have been coordinated with the regulatory agencies, the Preliminary Engineering Letter Report will be revised to comply with the permit and easement requirements and the Final Engineering Letter Report will be issued. The Final Engineering Letter Report will be used as the basis for final design and ROW acquisition, if necessary.

A. Prepare Preliminary Engineering Letter Report

1. Attend a project kick off meeting and prepare meeting minutes.
2. Collect data needed for the Preliminary Engineering Letter Report:
 - ROW Information of Record from City;

- Utility Information of Record from City;
 - Construction Plans of Record from City;
 - Conventional Surveys (**Additional Services**);
 - S.U.E. Surveys (**Additional Services**);
 - Environmental Surveys, if necessary (**Additional Services**);
 - Geotechnical Investigation (Direct Contract with City).
3. Review and analyze data.
 4. Prepare a Preliminary Engineering Letter Report including:
 - a. Data collected;
 - b. Analysis of the data;
 - c. Preliminary design calculations;
 - d. Preliminary plans and sections;
 - e. Preliminary landscaping and architectural features plan;
 - f. Lighting and electrical upgrades plan;
 - g. Storm water system upgrades/realignments;
 - h. Barge Dock fill and structural upgrade alternatives;
 - i. Water and wastewater utility upgrades/realignments;
 - j. Permit requirements, and
 - k. Preliminary opinion of probable costs.

The Preliminary Engineering Letter Report will include a recommended plan of action within the project budget.

5. Submit one (1) hard copy and one (1) electronic copy of the Preliminary Engineering Letter Report.
6. Meet and review Preliminary Engineering Letter Report with City Staff.
7. Obtain approval to prepare the Final Engineering Letter Report.
8. Permit Applications (**Additional Services**).
9. Services do not include EA or EIS.
10. Submit one (1) hard copy and one (1) electronic copy of all applications
11. Meet and review Applications with City Staff.
12. Revise Applications per City Staff comments and submit Applications to the appropriate Regulatory Agency.
13. Respond to comments and meet with Regulatory and Resource Agencies as needed.

14. Meet with City Staff to review final permit and easement requirements.

15. Obtain Approval to prepare the Final Engineering Letter Report.

B. Prepare Final Engineering Letter Report

1. Revise the Preliminary Engineering Letter Report per final permit and easement requirements. The Final Engineering Letter Report will become the basis for final design.

2. Submit one (1) hard copy and one (1) electronic copy of the Final Engineering Letter Report and Preliminary Drawings.

3. Meet and review Final Engineering Letter Report and Preliminary Drawings with City Staff.

4. Obtain approval to proceed with the Design Phase.

Design Phase

A. Develop construction drawings in English units in 22" x 34

B. Retain the services of an ADA Specialist subconsultant (**Additional Services**).

C. Prepare opinion of probable construction costs including contingency amounts.

D. Prepare Contract Documents with City standard contracts and specifications.

E. Provide Quality Assurance/Quality Control (QA/QC) pre-final review and prepare submittal for City's review depicting pre-final development of the contract documents and construction drawings.

F. Address comments received from the City from the pre-final submittal.

G. Provide Quality Assurance/Quality Control (QA/QC) final review and submit one (1) hard copy and one (1) electronic copy of the final contract documents and construction drawings to the City for bidding process.

H. Update the Opinion of Probable Costs.

Bid Phase

Provide Bid Phase Services in accordance with **Exhibit 'A'** of the Contract for Professional Services.

Construction Phase

Provide Construction Phase Services in accordance with **Exhibit 'A'** of the Contract for Professional Services.

ADDITIONAL SERVICES (Subject to Authorization)

1. **PERMITTING. TBD**
2. **ROW ACQUISITION SURVEY. TBD.**
3. **TOPOGRAPHIC SURVEY. TBD**

Initial Surveys will be done as part of the Barge Dock Investigation.

4. **S.U.E.**

Conduct hydro-excavation, pneumatic excavation, or probing, with or without water jet assistance, to identify underground utilities shown on record drawings, and/or identified by surface evidence discovered with the topographic survey. The process will conform to subsurface utility engineering in accordance with ASCE Standard C-1, 38-02, and shall be in accordance with Section 1.e of Basic Services in Exhibit "A. Add findings to existing conditions drawing.

5. **PUBLIC MEETING (maximum of 3 Meetings)**

- Prepare Exhibits and Handouts
- Attend and Participate (City Staff will lead the meeting)
- Prepare Meeting Minutes

6. **ENVIRONMENTAL SURVEY – TBD**

7. **CONSTRUCTION OBSERVATION (Duration TBD)**

- Provide construction observation services described below and in Exhibit 'A' Section 1.B.7, as authorized by the City.
- Conduct daily site visits to the project site during construction.
- Prepare daily reports and coordinate site visits with RVE office staff.
- Coordinate with City staff during construction.

- Coordinate construction activities with materials testing lab.

8. **WARRANTY PHASE**

As described in Exhibit 'A' Section 1.B.8.

9. **BARGE DOCK INVESTIGATION**

The **Barge Dock Investigation** includes project management, research and review of record drawings and information, topographic and bathymetric survey, geotechnical and concrete testing and analysis, void survey, timber pile evaluation, bulkhead and tie back evaluation, storm sewer condition observations, and underwater storm sewer outfall observations of the barge dock and rear sloped seawall from the north end of the stepped seawall where it meets the south end of the barge dock, to the north end of the barge dock where it meets the Art Museum. As an option, the City may also elect to include a wave loading analysis, and structural stability analysis to determine the structural condition of the barge dock and seawall after the initial investigation. The investigation and analysis will estimate the fitness of the overall structure to perform as originally designed, per current engineering standards and FEMA approved modeling methods, from wave height data developed by URS for the recently published Draft FIRM Map 320 G update.

Tasks Performed By Consultant:

Project Management

- Develop Project Objective
- Identify Primary Tasks
- Prepare Scope, Schedule and Budget
- Overall Coordination and Meetings with City Staff

Topographic and Hydrographic Survey

- Dock, Seawall, Ramp, and Sidewalk on Land
- Extend Beyond Sunfish Island Breakwater on Water
- Show Locations of Geotechnical Borings, Grab Samples and Other Tests

Geotechnical and Concrete Testing and Analysis

- Field and office investigation to determine locations of tests
- Recommend concrete sampling intervals and frequencies
- Recommend concrete sampling techniques
- Prepare plan map of testing locations with narrative
- Assist City in contracting with testing firm
- Coordinate activities of testing firm
- Review and assess testing results

Seawall Void Survey

- Develop Drilling Program
- Drill Concrete and Joints at Various Locations
- Measure Depth of Voids with Probe
- Fill Drill Holes
- Report

Timber Pile Inspection

- Field and Office Investigation to Determine Test Locations
- Prepare Exhibits for Inspection Locations
- Prepare Specifications for Concrete Removal
- Prepare Specifications for Trench Safety
- Prepare Specifications for Determining Pile Length
- Develop Inspection Program/JOC Contract Documents
- Assist City with JOC Coordination
- Prepare Specifications for Repair of Inspection Locations
- Perform Visual Inspection and Testing
- Prepare Drawings of Inspection and Test Results
- Prepare Report of Findings

Bulkhead and Tie Back Inspection

- Field and Office Investigation to Determine Test Locations
- Prepare Exhibits for Inspection Locations
- Prepare Specifications for Removal of Dock Panels
- Prepare Specifications for Materials Testing
- Prepare JOC Documents
- Assist City with JOC Coordination
- Prepare RFP for Geotechnical and Testing Work
- Assist City with Geotechnical and Testing Coordination
- Perform Visual and Physical Measurements
- Prepare Drawings of Inspection and Testing Results
- Report

Storm Sewer Inspection

- Field and Office Investigation to Determine Scope of Inspection
- Prepare Exhibits for RFP
- Prepare Specifications for Cleaning and Inspection
- Assist City with Coordination of Inspection Firm
- Review Inspection Results

Underwater Inspection (Storm Outfalls Only)

- Develop Inspection Program
- Underwater Inspection Report

Wave Load Analysis (Option if Elected by City)

Wave modeling will be performed to approximate wave conditions at the project site under exposure from a storm having pre-defined still water level ("surge") and wind speed associated with a 100-year return period storm. The modeling will be performed in two phases. The first phase will calculate wave generation and transformation over a larger area to develop input for a second, smaller-scale (Phase 2) model that will calculate interaction of waves with the existing and proposed improvements. In both modeling phases, the surge will be based on the FEMA Flood Insurance Study (FIS) for the City of Corpus Christi (1992 revision) and the wind speed will be based on Vickery et al. (2000) as developed for the ASCE-7 wind codes. Results from the Phase 2 model will be utilized to calculate associated wave loads on vertical and sloped walls. Analysis will model waves and provide estimates of wave pressures, overtopping, and toe scour for different combinations of storm surge and wind speed. Activities related to FEMA zone reclassification, adjacent impact analysis, structural "certification," etc. would not be included; however, the results could be applied to FEMA studies if needed.

Structural Stability Analysis (Option if Elected By City)

Based on the data and information collected during the field investigation, an analysis will be performed to estimate the capacity of the existing structure. This will include the upper wall (timber support piling, concrete caps and revetment paving) and the lower barge dock bulkhead (wall, tie-backs and anchor wall). Engineering opinions regarding the ability and feasibility to repair, upgrade or replace will be provided. Conceptual repair options or opinions of costs will not be generated in this phase of the work.

Comprehensive Report

Prepare a comprehensive report of methods and findings. Report will include appendices with all supporting reports, field data, observations and calculations.

Tasks Coordinated By Consultant and Performed By City:

Geotechnical and Concrete Testing and Analysis

- Soil Borings Landward and Seaward
- Bottom Sample Sieve Analysis (for Wave Analysis)
- Pile Design Data/Recommendations
- Paving Design Data/Recommendations
- Concrete Cores
- Compression Testing
- Concrete Petrographic Analysis

Report of Finding and Recommendations

Timber Pile Inspection

- Remove Sidewalk/Seawall as Indicated By Void Survey
- Install "Trench" Safety
- Perform Pile Removal to Determine Length if Needed
- Perform Pile Soundings to Determine Length if Needed
- Perform Seawall Component Testing if Needed
- Fill Voids and Repair Sidewalk/Seawall

Bulkhead and Tie Back Inspection

- Remove Sidewalk and Fill Under Seawall For Timber Pile Inspection
- Replace Fill and Sidewalk After Inspections
- Remove Paving and Dock Panels for Bulkhead and Tie Back Inspection
- Test Bulkhead and Tie Back Components if Needed
- Replace Paving

Storm Sewer Inspection

- Clean Storm Sewer Pipes
- Camera Inspection
- Report of Findings

10. BARGE DOCK DEFINITION

The **Barge Dock Definition** includes meetings with Barge Dock Stakeholders and City Staff, and engineering analysis to determine if the Barge Dock should continue to function as designed, or if additional uses, or a different use or uses are needed. The result of this project would determine what, if any, improvements are needed, what those improvements would look like, and a rough order of magnitude of improvement costs. The first step would be meetings with Stakeholders, in addition to applicable City departments, to develop a project definition. These Stakeholders would likely include the Type A Board, Port of Corpus Christi, RTA, American Bank Center, Downtown Development District, Art Museum and others as determined by City Staff. These meetings would identify the wants and needs of the various groups. Using that information a written project program with conceptual drawings would be developed for presentation to the Stakeholders for review and comment. The plan would then be presented to Council for concept approval. The concept and drawings would finally be refined based on Stakeholder and Council comments, a rough order of magnitude of costs would be developed, and a final presentation made to Council for approval and authorization to proceed with design.

Tasks Performed By Consultant

Initial Meeting with City Staff: Conduct one meeting with appropriate City Staff members, as determined by the Director of Engineering Services.

Develop Initial Project Program: Develop an initial written project program and concept drawing based on City Staff input. The initial program and concept drawing will be used as exhibits for subsequent meetings with other Stakeholders.

Meetings with Stakeholders: Conduct up to three separate meetings with Stakeholders, as determined by the Director of Engineering Services. The meeting attendees, schedule, invitations, and venues will be provided by the City. RVE will provide a mounted concept drawing exhibit and original drawing and project program hand outs. City will make copies of the hand outs for the meeting attendees. RVE, Inc. will conduct the meeting and prepare meeting minutes of each meeting.

Revise Project Program and Meet With Staff: Using the information gathered at the Stakeholder meetings, RVE will revise the written project program and meet with City Staff to review the revised program. Staff will direct RVE as to which items to include and exclude from consideration in the project program. RVE will revise the program per Staff comments.

Develop Project Concept and ROM and Meet With Staff: Using the revised program, RVE will prepare a revised project concept drawing(s) and Rough Order of Magnitude (ROM) project costs. RVE will meet with City Staff to review the concept drawing(s), program and ROM.

Stakeholder Presentation: Conduct one joint meeting with all Stakeholders to present the concept drawing(s), program and ROM. The meeting attendees, schedule, invitations, and venue will be provided by the City. RVE will provide a mounted concept drawing exhibit and concept drawing(s), project program and ROM for hand outs. City will make copies of the hand outs for the meeting attendees. RVE, Inc. will conduct the meeting and prepare meeting minutes of the meeting.

Revise Project Concept and ROM: City Staff will direct RVE as to which Stakeholder comments to include in a final project program for Council consideration. RVE will prepare a revised program, project concept drawing(s) and ROM. RVE will meet with City Staff to review the concept drawing(s), program and ROM.

Council Presentation: RVE will present the program, concept drawing(s) and ROM to the Council. RVE will include Stakeholder comments in the presentation.

Final Project Concept, Rough Order of Magnitude of Costs, and Report:
RVE will prepare a final program, project concept drawing(s) and ROM for inclusion in a final report. RVE will meet with City Staff to review the final report. If Council decides to proceed with the project, RVE will work with the Director of Engineering Services to develop a scope and engineering budget for the required Design Project services.

Provided By City:

Attendee list and invitations to Stakeholder meetings

Stakeholder meeting venue

Stakeholder meeting hand outs

Program Development Direction

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.



City of
Corpus
Christi

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: RVE, Inc.

P. O. BOX: _____

STREET ADDRESS: 820 Buffalo Street CITY: Corpus Christi ZIP: 78401

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

DISCLOSURE QUESTIONS

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

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

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

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

Name	Title
N/A	
_____	_____
_____	_____
_____	_____

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

Name	Board, Commission or Committee
Pat Veteto	Street Maintenance Finance Committee
_____	_____
_____	_____

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	
_____	_____
_____	_____
_____	_____

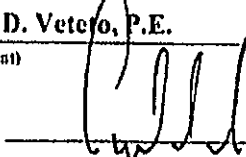
FILING REQUIREMENTS

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: Patrick D. Vetefo, P.E. Title: President
(Type or Print)

Signature of Certifying Person:  Date: 1-25-18

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.

BARGE DOCK ELEVATION

Project No. 3426

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	\$0	\$0	\$0	\$0	0	\$0	\$0	n/a
Design Phase	0	0	0	0	0	0	0	n/a
Bid Phase	0	0	0	0	0	0	0	n/a
Report Phase	0	0	0	0	0	0	0	n/a
Construction Phase	0	0	0	0	0	0	0	n/a
Subtotal Basic Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	n/a
Additional Services:								
Permitting	\$0	\$0	\$0	\$0	\$0	\$0	\$0	n/a
Warranty Phase	0	0	0	0	0	0	0	n/a
Project Investigation	248,600	0	0	248,600	0	0	0	0%
Project Definition	61,270	0	0	61,270	0	0	0	0%
Reporting	0	0	0	0	0	0	0	n/a
O & M Manuals	TBD	TBD	TBD	TBD	TBD	TBD	0	0%
SCADA	TBD	TBD	TBD	TBD	TBD	TBD	TBD	0%
Subtotal Additional Services	\$309,870	\$0	\$0	\$309,870	\$0	\$0	\$0	0%
Summary of Fees								
Basic Services Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	n/a
Additional Services Fees	309,870	0	0	309,870	0	0	0	0%
Total of Fees	\$309,870	\$0	\$0	\$309,870	\$0	\$0	\$0	0%