

**SERVICE AGREEMENT NO. 3073**  
**CONTRACT FOR PROFESSIONAL SERVICES**

**FOR PROJECT E10100- LA VOLLA CREEK DRAINAGE IMPROVEMENTS PROJECT**

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 Lockwood, Andrews & Newnam, Inc. 500 N Shoreline Suite 905 Corpus Christi, Texas 78401(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.

## 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 **\$2,376,995.00**.

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 term of this Agreement will be for a period of **six years** beginning on the effective date, unless extended by authority of the City Manager or designee.

4.3 The Consultant agrees to begin work on those authorized Services for this contract upon receipt of the Notice to Proceed from the Contracts and Procurement Department. 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.

4.4 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.

4.5 City shall perform its obligations of review and approval in a prompt and continuous manner so as to not delay the project.

4.6 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 ("Indemnatee") 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, 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 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.

13.4 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.

13.5 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.

13.6 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.

13.7 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.

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



**APPROVED AS TO LEGAL FORM:**

\_\_\_\_\_  
Assistant City Attorney                      Date

**ATTEST**

\_\_\_\_\_  
City Secretary                                      Date

_____ Authorized By Council _____
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November 3, 2020

Mr. Jeff Edmonds, P.E.  
Director of Engineering Services  
City of Corpus Christi  
PO BOX 9277  
Corpus Christi, Texas 78469-9277

**Re: Revised Proposal for LaVolla Creek Drainage Improvements**

Dear Mr. Edmonds,

Based on discussions with the City of Corpus Christi on October 20, 2020, LAN is submitting this revised proposal for engineering services for the La Volla Creek Drainage Improvements projects. Attached is a revised scope of services and summary of fees.

**Revised Professional Engineering Service Fee's**

We propose to complete professional services for **Package A** for a lump sum fee not-to-exceed of **\$1,309,482.00.**

We propose to complete professional services for **Package B** for a lump sum fee not-to-exceed **\$1,067,513.**

**Total contract value of \$2,376,995.00.**

Please feel free to contact me at 361-792-7225 or by email at SMHarris@lan-inc.com, if you have any additional questions.

Sincerely,

Scott Harris, PE  
Regional Manager

Cc: Ratna Pottumuthu, P.E. Asst Director Engineering Services  
Thomas Klein, P.E. Project Manager

# La Volla Creek Drainage Improvements

## Introduction

Historically, during heavy rainfall events, there has been extreme flooding conditions within the La Volla Creek watershed, including downstream from Oso Creek. Flooding has occurred in these areas recently during events in May 2010, May 2015, May 2016, June 2018, and September 2018. The City of Corpus Christi has performed various drainage studies to identify and better understand the causes of the flooding and what improvements can be made to La Volla Creek and the ditches flowing into La Volla Creek to improve overall flow, enhance channel capacity, and in turn reduce flooding. These proposed projects address these project goals based on the best data available to the City.



La Volla Creek Drainage Improvements Project Area

In addition to previous drainage studies, LAN completed work under the Major Ditch Improvements IDIQ (E12191) to analyze the La Volla Creek Drainage Basin and develop capital improvement projects that would reduce flooding and improve drainage and water quality in the basin. The results of this analysis provided recommendations for several projects, including a new detention pond facility near the confluence of Airport Tributary #1 and La Volla Creek and culvert improvements at Airport Tributary #1 and South Padre Island Drive. In 2019, the City of Corpus Christi applied for and received two grants:

### **Project A**

A proposed new detention pond including improvements to the adjacent tributary south of Holly Road. The project is being partially funded by the Housing Urban Development (HUD) Community Development Block Grant Disaster Recovery (CDBG-DR) program, administered in Texas through the General Land Office (GLO).

This project will design and construct a dry detention reservoir and dam along La Volla Creek. The reservoir will be constructed near the confluence of La Volla Creek and Airport Tributary No. 1. **The exact site will be confirmed as part of a separate contract to study pond alternatives (see Major Ditch Improvements Task Order #3, below).** The reservoir will intercept flows from Airport Tributary No. 1 and La Volla Creek, thereby reducing downstream flows in La Volla Creek to the confluence with Oso Creek.

The project could encompass up to a 130-acre footprint. Property acquisition will be required for this project. The project will also require coordination, review, and approval of the Texas Commission of Environmental Quality (TCEQ) Dam Safety office because the proposed facility appears to meet the criteria for an Intermediate, High-Hazard facility.

All activities shall be completed within the timeframe set in the Grant acceptance letters and the project must comply with HUD / CDBG-DR Program rules, policies, and procedures.

### **Project B**

Improvements to Airport Tributary #1, including up-sizing the culverts at South Padre Island Drive, are being partially funded by the FEMA Hazard Mitigation Grant Program (HMGP) for Hurricane Harvey.

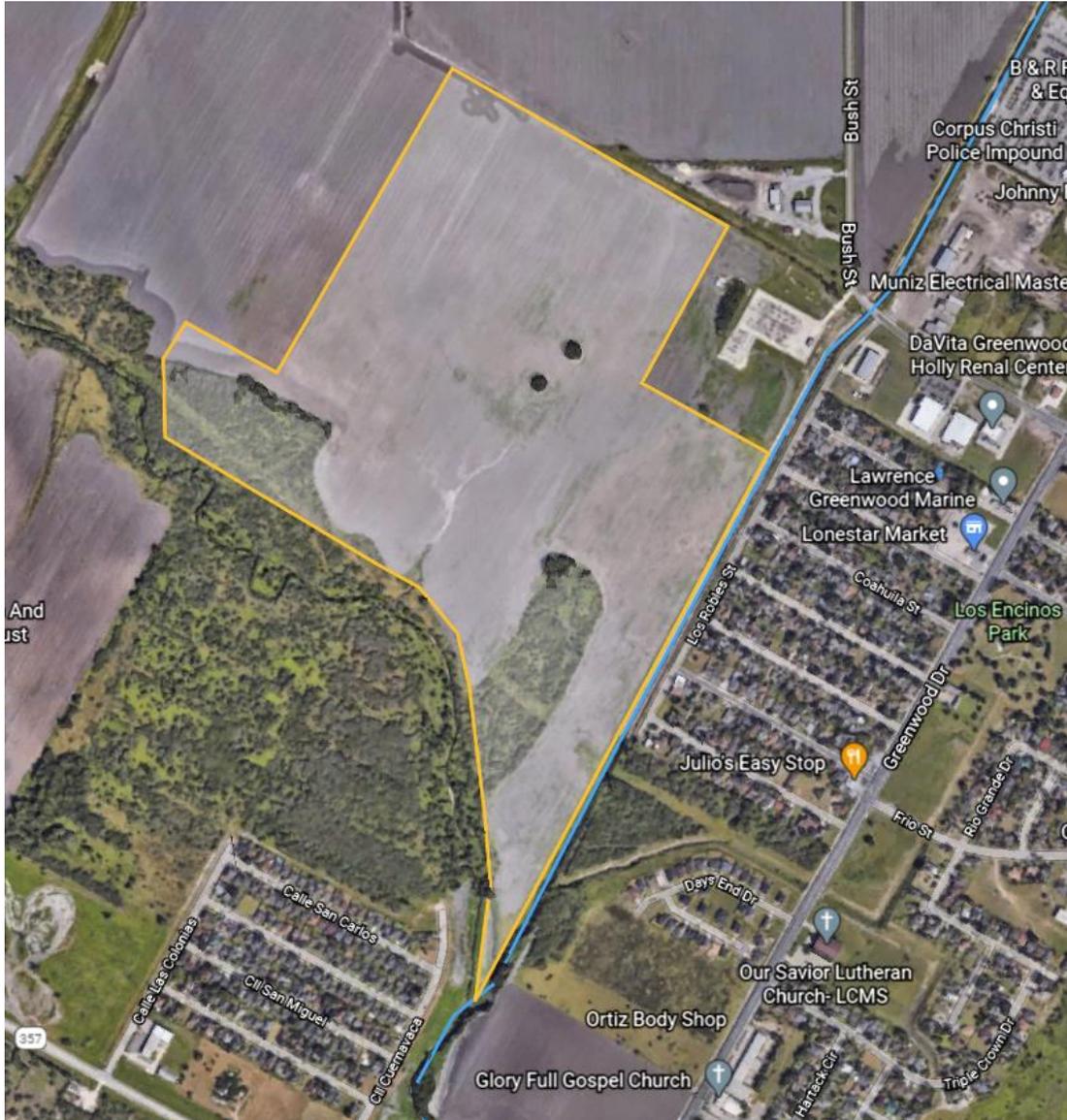
This project will provide for the addition of new culverts at the intersection of South Padre Island Drive (SH 358) and Airport Tributary Number 1. The grant application recommended the addition of four 12' x 7' box culverts. Additional hydraulic modeling will be performed to determine if improvements upstream and downstream of the crossing could reduce the size of the improvements and reduce the water surface elevations to provide a level of protection within the banks for the 100-year event.

The existing three 9' x 7' box culverts will remain in place with the added culverts on each side of the existing crossing. Channel modifications will be required for the additional culverts; which may affect Columbia Parkway, adjacent AEP utilities, and existing TXDOT infrastructure. Channel modifications may result in the need for property acquisition or additional utility easements.

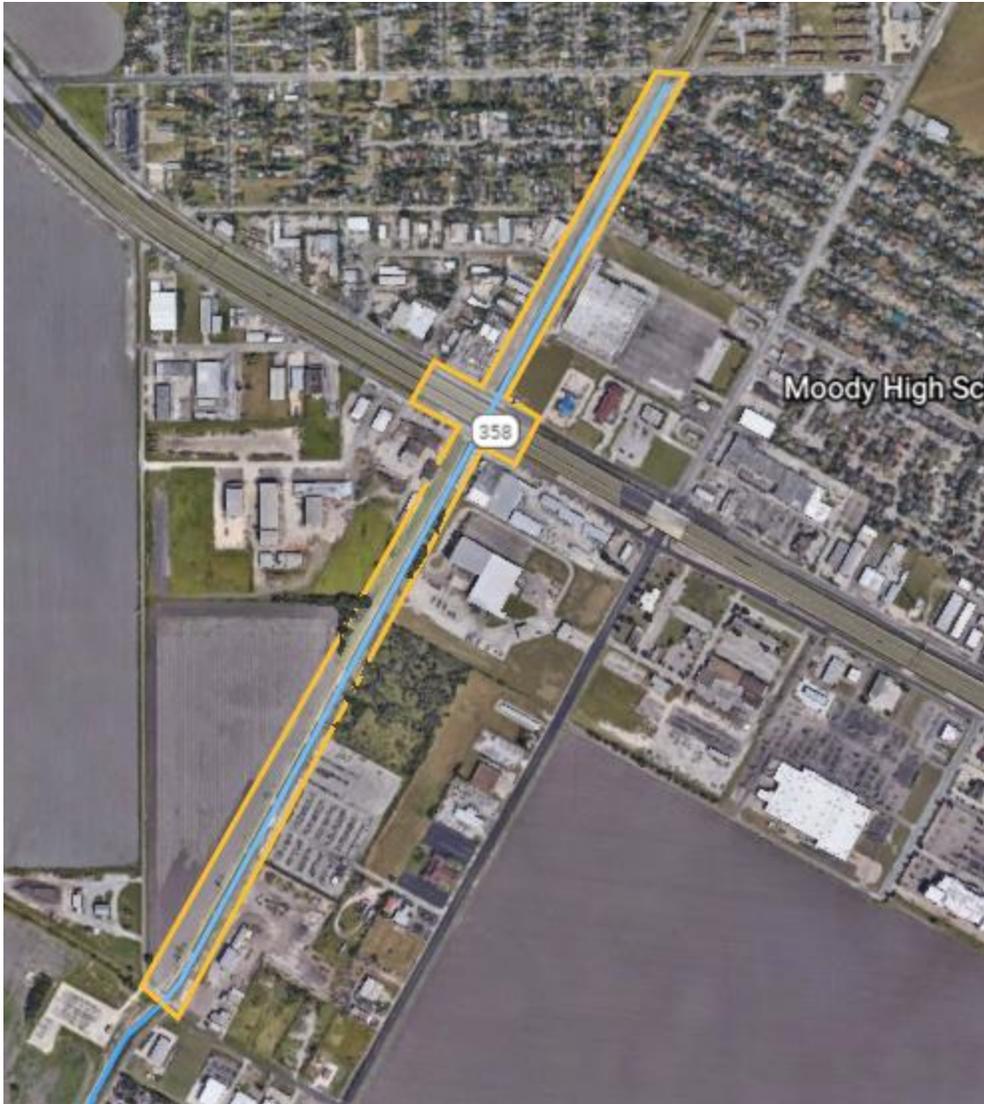
All activities shall be completed within the timeframe set in the Grant acceptance letters and the project must comply with FEMA / HMGP Program rules, policies, and procedures.

**Major Ditch Improvements – Task Order #3**

In support of Projects A and B above, LAN is currently authorized to analyze detention pond site alternatives and perform hydrologic and hydraulic modeling to optimize the channel improvements. The goal of this Task Order is provide the City with up to three site alternatives for construction of the pond (Project A), including the 130 acre site previously scoped. A secondary goal is to assess improvements on Airport Tributary #1 that could potentially reduce the size of the proposed culvert cross at SPID (Project B).



**Project A: Proposed Detention Pond\***  
***\*(subject to change)***



**Project B: Drainage / Culvert Improvements**

**Attachments:**

- A – Package A - Detention Pond Scope of Services
- B – Package B – Airport Tributary #1 Drainage Improvements
- C – Summary of Fee's and Estimates
- D – Project Schedules

**Attachment A**  
**Scope of Services**  
**La Volla Creek Drainage Improvements**  
**Package A - Detention Pond**

**Scope of Services**

To achieve the goals of the CDBG-DR Grant Program and reduce flooding in the La Volla Creek basin, LAN will complete the professional engineering services listed for a new detention pond located near the confluence of La Volla Creek and Airport Tributary 1.

**This project will be completed in conjunction with drainage improvements on Airport Tributary 1 north of Holly Road and at South Padre Island Drive using FEMA HMGP grant funds (separate authorization).**

Preliminary Phase Services shall include a 30% project design, initiation of local/state/federal permitting, property acquisition, submittal to the City, and grant coordination. Tasks include preparation of construction drawings, H&H study, engineering reports, environmental permit under the Clean Water Act with USACE, State Historic Preservation Office (SHPO) consultation, cost estimates, and design / construction schedules.

Pond Sizing & Grading: The flood control structure proposed in the Major Ditches IDIQ is approximately 132 acres with a maximum storage capacity of roughly 1,200 acre-feet of stormwater. **Task Order #3 (separate contract) will confirm the location and size of the pond.** The pond will remain dry except during periods of heavy rainfall runoff. Preliminary plans are to excavate the site with a maximum depth of excavation of 15 feet to create the body of the reservoir. The floor of the pond will be graded to drain to one of several low flow channels draining to the proposed outlet structure at La Volla Creek. The preliminary design will be finalized through additional hydrologic and hydraulic modeling and design and documented in the 30% Basis of Design report.

Pond Structures Design: The proposed pond will be connected to La Volla Creek and Airport Tributary No. 1 by an inlet control structure along each waterway. The inlet structures will be designed to intercept excess runoff via a step pool design to dissipate energy to provide a stable elevation transition for detention storage in the pond. The principal spillway will be in the south corner of the pond discharging to La Volla Creek. Current improvement concepts include maintaining the reservoir in a dry condition, with no water impounded during normal conditions. The design of inlet and outlet structures will be finalized with detailed hydrologic and hydraulic modeling. Alternative configurations of the outlet structure will be analyzed to control dam breach conditions and potential backflow or tailwater issues from downstream creek flood levels. Due to the stored volume and presence of residential structures and roadway crossings in the Effective floodplain downstream of the proposed pond, the berm has been preliminarily assumed to be an intermediate, high hazard dam as defined in 30TAC Chapter 299.1(a)(2). The structure design will be developed in accordance with TCEQ Dam Safety requirements and will be confirmed and approved through the TCEQ Dam Safety Office prior to 60% design.

Embankment Design: Impoundment will be achieved by the construction of an earth-fill embankment on the south side of the site. The maximum embankment height has been preliminarily sized as approximately +19 feet. Slopes on the embankment are anticipated to be 1 vertical to 4 horizontal (1:4). Preliminary estimates assume that the in-situ soils will be suitable for use in the construction of the berm. These assumptions will be finalized with the Geotechnical Report during the 30% design of the project. The embankment design will be developed in accordance with TCEQ Dam Safety requirements and will be confirmed and approved through the TCEQ Dam Safety Office prior to 60% design.

Pond and Channel Natural Design: Preliminary design calls for over 2,000-feet of a low-flow channel to be constructed from the inlet structures through the pond floor to the outlet structure. The design calls for a type of riparian corridor to convey flows using Natural Channel Design (NCD) techniques. The benefits of this approach are a stable channel which mimics the natural system to avoid the need for longer term maintenance of erosion or vegetation. A mixture of native grasses will be seeded into the pond to create a limited maintenance pond. Such an approach aides in the creation of aquatic habitat and facilitation of urban stream flows as outlined in the City's Municipal Separate Storm Sewer System (MS4) Storm Water Management Plan (SWMP) and its participation in the Oso Creek Watershed Protection Plan (WPP).

Channel Erosion Control and Stability: Significant rainfall events will likely result in backwater against the downstream slope and toe of the embankment. It is also anticipated water will flow along the downstream slope and toe of embankments which will be located just above the bank of La Volla Creek and within the regulatory floodplains of the creek and Airport Tributary No. 1. Additionally, the inlet structures will, by necessity, be constructed below the top-of-bank in both waterways. The designs of all structures impacting adjacent and downstream channels will require implementation of temporary and permanent erosion control measures to protect the stability of the waterways and structures. Erosion control measures will also be designed in accordance with any required TCEQ and/or environmental permitting requirements.

Pond Related Trail Design: The grant funding for this project does not specify the design of trails and related appurtenances. However, the nature of the project and the proposed natural design aspects lends itself well to future implementation of such by the City. The proposed design and grading of the proposed pond, channel and structures will include a schematic layout of trail placement (for future consideration and use by the City) around the top of berm, cross the pond, and potential connections to adjacent neighborhoods.

## **Package A Basic Services**

Basic Services will consist of all efforts required to complete planning, and design of the project contract plans, specifications, and detailed construction costs estimate. Basic services also include all limited construction phase services through completion, and acceptance of the constructed facility.

- Task 100 – Project Management
- Task 101 – 30% Basis of Design
- Task 102 – 60% Detailed Design
- Task 103 – Final Design
- Task 104 – Bid Phase Services
- Task 105 – Limited Construction Phase Services

## **Task 100 – Project Management Services**

Project Management services includes all meetings, workshops, client and stakeholder engagement, and overall management of the project from Notice to Proceed to delivery of Package A for procurement. Sub-tasks include:

### **1. Client Meetings & Communications**

- a. Kickoff Meeting – LAN will conduct one (1) kick off meeting with the client to discuss the client's vision for the project, scope of work, schedule, budget, change management plan, and deliverables.
- b. Periodic Site Visits – two (2) site visits will be budgeted during the project. Site Visits will take 1-2 hours and be attended by 2-3 engineers or field personnel. The purpose of the site visits is to assess and evaluate existing conditions of the project site.
- c. Project Reporting (Monthly) – LAN will prepare up to thirty-six (36) monthly project status reports describing work completed, work to be performed, schedule, changes, and deliverables.
- d. Design Concept Review Workshop – LAN will complete one (1) DCR workshop with the City of Corpus Christi staff including Engineering Services, Floodplain Manager, Public Works, and Stormwater. This review will be completed within the first 90 days of the project for the purposes of reviewing the concept of design, discussing project fatal flaws and specific constraints and limitations, and developing a unified approach with the client in order to get the project completed on schedule. LAN will provide agenda, presentation, and meeting minutes.

### **2. Stakeholder & Third-Party Utility Meetings**

In addition to the meetings with the client, it will be necessary for LAN to meet with several different stakeholders and third-party utilities who have interest in the project. LAN will coordinate these meetings, provide meeting notes and minutes, and discuss the outcomes of these meeting with the client. LAN assumes up to two meetings with each the following stakeholders along with preparation time:

- US Army Corps of Engineers (USACE)
- Texas General Land Office (GLO)
- Texas State Historic Preservation Office (SHPO)

## **Task 101 – Preliminary Phase Services / 30% Basis of Design**

This task provides for the basis of the design for the detention pond, including all analysis, investigations, modeling, calculations, and production of documents (30% plans) required for permitting. Sub-Tasks include:

### **1. Coordination with Surveyor**

LAN will coordinate the services of a third-party surveyor to complete the scope of work detailed in Additional Services. LAN will receive the surveyor's data, interpret results, perform a quality control review of this data, and incorporate the data into the 30% construction plans.

**Since the site of the detention pond is not confirmed at the time of this contract, coordination efforts with the surveyor may vary and may require additional time and resources to confirm survey area's and boundaries.**

2. Coordination with Geotechnical Engineer

LAN will coordinate the services of a third-party geotechnical engineer to complete the scope of work detailed in Additional Services Task 201. LAN will develop a boring plan/location map for the engineer showing locations for recommended soil borings, receive the engineers report, interpret results, perform a quality control review of this report, and incorporate the information from the report into the Basis of Design. LAN will also prepare a scope of work for field exploration, laboratory and materials testing for the geotechnical engineer.

3. Detention Pond Design

LAN will complete preliminary engineering design of the detention pond and berm proposed grading, including excavation and embankment. The pond bottom will be designed to drain to internal low flow channels and remain dry in conditions other than storm events. The berm embankment will be designed utilizing materials as directed by the completed report and consultation with the Geotechnical subconsultant. Berm design parameters and construction methods will follow City of Corpus Christi and TCEQ Dam Safety guidelines and requirements. The pond and berm will be designed and include provisions for long-term maintenance and access. LAN will prepare 30% site drawings, cross-sections and details for the proposed facility.

4. Design of Spillway, Inlet & Outlet Structures

LAN will complete engineering design of the dam structures as modeled in the design H&H modeling described above. The inlet structure for each waterway is proposed to intercept high-level runoff and divert flow into the detention pond through a spillway that will not impact base or low-level runoff within the stream or channel. Each inlet is proposed as a step-down spillway into the pond and may include a stilling basin to dissipate energy and reduce erosion potential. LAN will prepare 30% site drawings, cross-sections and details for each proposed inlet.

The outlet structure and spillway have been preliminarily sized as a concrete box culvert with a concrete emergency overflow spillway discharging to La Volla Creek near the intersection of the creek and Airport Tributary No. 1. Basis of Design hydraulic modeling will evaluate 1 to 2 other configuration of structure/spillway design including a stepped trapezoidal full-depth spillway. The design configuration proposed will be that providing the best attenuation of flow in the pond and protection from dam breach for dam safety. LAN will prepare 30% site drawings, cross-sections and details for the proposed outlet structure(s).

5. Tributary 1 and La Volla Creek Erosion Control and Slope Stability

Erosion control and streambank slope stability are important measures to be incorporated into the design where the proposed berm lies along the upper banks and within the floodplain of LaVolla Creek and Airport Tributary No. 1. They are also critical factor in the design of the proposed inlet and outlet control structures. LAN will complete engineering design of 30% site plans, details, and construction specifications that will include the delineation of temporary and permanent control measures and practices to minimize erosion and protect slope stability.

6. Natural Channel & Pond Design

LAN will complete engineering design of approximately 2,000 feet of low-flow channels within the pond. There are proposed channels from each of the inlet structures and from the northwest corner of the pond that will converge and discharge pond flow through the outlet structure. The channels will be constructed using Natural Channel Design (NCD) techniques to create a riparian corridor through the bottom of the pond. Native vegetation plantings along the channels will be proposed with consultation from the environmental subconsultant to reflect nearby natural streams and withstand periodic inundation. A mixture of native grasses will be seeded into the pond floor and berm to create a limited maintenance facility and more natural habitat. LAN will complete engineering design of 30% site plans, details, and construction specifications that will include landscape requirements.

7. Detention Pond Trails, Access Improvements, and Amenities

LAN will complete preliminary schematic design of the future location and alignment of trails and associated appurtenances including bridge crossings and educational opportunities. A schematic site plan with cross-sections and other details will be included with the 30% design basis report for City review and direction.

8. Opinions of Probable Construction Costs

Based on the 30% design, LAN will develop opinions of probable construction costs for each major component of the improvements along Airport Tributary 1, La Volla Creek and the proposed detention pond and embankments.

9. Draft Basis of Design Report

LAN will complete a Draft Basis of Design Report that includes the results of the preliminary engineering designs, analyses, hydrologic and hydraulic calculations, structural design requirements including interpretation of testing results provided by testing laboratory, construction phasing & bypassing requirements, and selection/sizing of pond and related improvements.

10. Draft 30% Construction Plans

A draft submission will be made at the 30% design stage for client review, comment, and permitting agency review/comment. All comments received will be tracked and addressed by the design team and necessary revisions will be included in the Contract Documents. The anticipated drawing list includes the following:

- Title Sheet
- Orientation & Key Plan
- Site Plans
- Preliminary Grading Plans & Notes
- Embankment Berm Sections, Details, & Notes
- Pond Structures Plans, Sections, Details, & Notes
- Confluence Plan & Profile
- Creek Plan & Profile

#### 11. Client Review Meeting

LAN will participate in one (1) review meeting with the client and prepare meeting minutes for this meeting. This meeting is separate from the Design Concept Review Workshop in Task 100 and is for the purposes of reviewing the 30% project deliverables and receiving comments from the client.

#### 12. Final Basis of Design / Permitting Package

LAN will receive review comments from the client and incorporate those into the Final Basis of Design Report. Comments received on the 30% construction plans will be incorporated into the 60% deliverable.

##### **Task 101 (30%) Deliverables:**

- Meeting Minutes
- Draft and Final Basis of Design Reports
- 30% Opinion of Probable Costs
- 30% Construction Plans

The 30% deliverables will include one (1) hard copy, one (1) PDF set of deliverables on a thumb drive, and a Microsoft One-Drive link to all documents, sent to the clients' designated Project Manager.

#### **Task 102 – 60% Detailed Design**

This task provides for the production of detailed construction plans, specifications, and contract documents for the detention pond. Sub-Tasks include:

##### 1. Technical Drawings

LAN will advance the technical drawings, specifications, opinion of costs, and contract documents to the 60% design stage for client review and comment. All 30% comments received will be tracked and addressed by the design team and necessary revisions will be included in the Contract Documents. The anticipated drawing list includes the following:

- Title Sheet
- Index
- Legend
- General Notes
- Orientation & Key Plan
- Topographic Survey / Existing Site Plan
- Construction Sequence/Phasing
- Summary of Quantities
- Drainage Area Map
- Hydrologic Summary
- Hydraulic Summary
- Site Plans
- Grading Plans

- Embankment Berm Sections, Details, & Notes
- Pond Structures Plans, Sections, Details, & Notes
- Existing Utilities Map/ Conflicts
- Airport Tributary No. 1 Confluence Plan & Profile
- La Volla Creek Plan & Profile
- Erosion/Streambank Stabilization Details & Notes
- Landscaping Plan and Details
- SWPPP
- Erosion Control Plans
- Erosion Control Details

2. Technical Specifications

The project team will prepare a technical specifications document that defines the project standards for materials, workmanship, and testing. A list of technical specifications will be made at the 60% design stage for client review and comment. All comments received will be tracked and addressed by the design team and necessary revisions will be included in the Contract Documents.

3. Contract Documents

LAN will prepare the following Draft Contract Documents (DIV 00, DIV 01) in City of Corpus Christi standard format for client review and comment:

- Bid Form
- Agreement
- Supplementary Conditions
- Summary of Work
- Alternates and Allowances
- Measurement and Payment
- Submittal Register
- Special Procedures
- Temporary Facilities and Controls

4. Update Opinion of Probable Costs

The project team will update the engineer's opinion of probable construction costs delivered in the preliminary task for the work presented in the drawing set. The estimate will include all work to be performed and broken down by discipline.

5. Client Review Meeting

LAN will participate in one (1) 60% submittal review meeting with the client and prepare meeting minutes for this meeting. LAN will receive review comments from the client and incorporate those into the 90% documents.

**Task 102 (60%) Deliverables:**

- Updated Opinion of Probable Costs
- 60% Plans

- List of Technical Specifications
- Draft Contract Documents, including Bid Form

The 60% deliverables will include one (1) hard copy, one (1) PDF set of deliverables on a thumb drive, and a Microsoft One-Drive link to all documents, sent to the clients designated Project Manager.

### **Task 103 – Final Design**

Following client review and comment, this task will finalize the construction plans, specifications, and contract documents for the 130-acre detention pond and provide for an Issued for Bid set of deliverables for the client to begin contractor procurement. Sub-Tasks include:

1. Final Design Documents

LAN will advance the technical drawings, specifications, opinion of costs, and contract documents to the 100% design stage for client review and comment. All 60% comments received will be tracked and addressed by the design team and necessary revisions will be included in the Contract Documents.

2. Client Review Meeting

LAN will participate in one (1) final submittal review meeting with the client and prepare meeting minutes for this meeting. LAN will receive review comments from the client and incorporate those into the Final Issued for Bid (IFB) documents.

3. Prepare Issued for Bid Documents (Package A)

LAN will incorporate all review comments and prepare one (1) set of Issued for Bid (IFB) construction documents per City of Corpus Christi Standards. The set will include one (1) hard copy, one (1) PDF set of deliverables on a thumb drive, and a Microsoft One-Drive link to all documents, sent to the clients designated Project Manager.

#### **Task 103 Issued for Bid (IFB) Deliverables:**

- Opinion of Probable Costs
- Issued for Bid Plans
- Issued for Bid Project Manual / Contract Documents
- Final Bid Form
- CIVCAST Form (Excel)

### **Task 104 – Bid Phase / Procurement Services**

LAN will assist the client with limited bid and procurement phase services. Sub-Tasks include:

1. Pre-Bid Meeting

LAN will attend one (1) Pre-Bid meeting with the client to present the project to potential qualified contractors.

2. Respond to Requests for Information (RFI's)

LAN will monitor CIVCAST during the City's standard two-week question and answer period and respond to routine questions as necessary via email to the City Project Manager. Answers to RFI's are intended to clarify plans, specifications, or design criteria and not make significant changes to the design of the project.

3. Contract Addenda

Significant revisions to the plans or specifications during procurement will be issued through addenda prior to submittal of proposals. LAN will prepare one (1) contract addenda, if required.

**Task 104 Deliverables:**

- Contract Addenda (PDF)

**Task 105 – Limited Construction Phase Services**

LAN will assist the client with limited construction phase services. We assume the duration of construction for Package A –Detention Pond, to be 80 weeks or approximately 20 months. A more detailed timeframe for construction will be developed following the 30% design. Sub-Tasks include:

1. Conformed Construction Documents

LAN will prepare one (1) set of conformed construction documents for the client prior to start of construction.

2. Pre-Construction Meeting

Once a qualified contractor is selected and under contract with the client, LAN will participate in one (1) pre-construction meeting with the selected contractor to review the project, specifications, and requirements during construction.

3. Respond to Contractor Requests for Information

During the course of construction (20 months), LAN will respond to contractor requests for information. LAN assumes a total of ten (10) formal requests for information (RFI) as part of this task. LAN considers a "formal" RFI as one that takes more than one working day to provide an answer.

4. Review and Approve Submittals

LAN will review and approve contractor submittals as required in the contract bid documents. LAN assumes up to a total of fifteen (15) contractor submittals as part of this task.

5. Limited Construction Observations

LAN will provide limited construction observations of the project, necessary to answer RFI's. Assume one hour (1) weekly for a duration of eighty (80) weeks. This scope of work does not include a Resident Project Representative (RPR) or full-time construction inspector on the project.

6. Substantial & Final Completion Inspections

LAN will complete one (1) substantial completion inspection with the contractor and client and develop a punch list of items for the contractor to address prior to final completion. Once punch list is complete, LAN will perform one (1) final inspection of the project.

7. Prepare Record Drawings

LAN will prepare one (1) set (hardcopy and PDF) of record drawings for the client using the contractors mark-ups/redlines during construction. No additional survey or data collection will be performed as part of this task.

**Task 105 Deliverables:**

- Submittals / Submittal Log
- Record Drawings

## **Package A - Additional Services**

The following additional services will be necessary to support the development and completion of the Basic Service above:

Task 201 – Geotechnical Engineering

Task 202 - Survey Services

Task 203 – Utilities Coordination / Subsurface Utilities Engineering

Task 204 - TCEQ Dam Safety Services

Task 205 – Environmental Services

Task 206 – Public Involvement

Task 207 - Real Estate (Appraisals & Abstracts)

Task 208 – Grant Administration / Management

### **Task 201 – Geotechnical Engineering**

Geotechnical engineering will be performed by Terracon, Inc.. (See attached proposal). Terracon's primary tasks are paraphrased below:

1. Preliminary Geotechnical Assessment

This task will be performed as a way to evaluate the overall feasibility of the project from the geotechnical perspective. It will allow us to determine the consistency of the site geology and expose the potential challenges with regards to subsurface conditions, soil material properties, potential seepage zones and groundwater conditions. At the end of this sub-task, the team will be able to develop a specific exploration and analysis program to target the encountered site challenges for use in final design.

2. Well Pad Evaluation

An existing oil and gas well has been identified within the project area. Terracon will research and evaluate the well construction, completion, plugging and abandoning data of a gas well identified on the subject property reviewing on-line and published resources of the Railroad Commission of Texas. Terracon will prepare a technical memorandum summarizing the findings of the evaluation of the gas well data research and on-site observations.

3. Detailed Geotechnical Assessment & Dam Design

Terracon will support LAN with the Detention Pond dam/impoundment design by completing additional soil borings, slope stability analyses and seepage analyses under various conditions; Terracon will calculate ultimate settlement of embankment and foundation soils, determine suitability of excavated materials for use as embankment fill, and utilize results of the laboratory analysis and calculations performed to provide a final geotechnical report summarizing the work performed, findings, and recommendations to client.

Terracon will contribute to the Basis of Design Report regarding the cross section of the proposed embankment and the specifications for its construction and maintenance, and provide design support for embankment typical sections, spillway armoring, energy dissipation, and construction details to include erosion and scour protection on the faces of the embankment.

4. Concrete Drainage Channel Geotechnical Assessment

Terracon will support LAN's design of channel modifications necessary to provide an inlet structure from the channel into the detention pond by completing soil borings and analyses for that proposed structure.

**Task 202 – Survey Services**

Survey services will be performed by Binkley & Barfield, Inc. (see attached proposal). Scope of work is paraphrased below:

1. Right-of-Entry Coordination

Surveyor shall perform necessary research to secure ownership records and property deeds within the project phase limits, immediately adjoining the La Volla Creek channel. Research shall include pertinent record documents for subject tracts and adjoining tracts, subdivision plats, ownership deeds for un-platted adjoining properties, and intersecting or crossing roadways.

2. Geodetic Control Survey

Surveyor shall set horizontal and vertical primary control points using a 5/8" rebar 18 inches long with cap marked "BASELINE CONTROL". These points shall be used as the primary horizontal and vertical control for the project and shall serve as the temporary benchmarks (TBM's) for the project. Horizontal and vertical data for primary control shall be based on redundant RTK GNSS observations and digital differential levelling. Secondary control points shall be set as necessary for conventional ground surveying. Survey Control Index Sheets shall be prepared showing all project control for the PS&E plan set.

3. Topographic Design Survey

Surveyor shall perform a Topographic Design Survey within the Project limits. The Survey shall provide existing topographic conditions of approximately 2,500 LF of concrete drainage channel, 1,600 LF of earthen drainage channel, and adjoining road right-of-way. The Survey shall include approximately 240 acres which shall contain a 130-acre detention area within the Lands Greenwood property located near the confluence of La Volla Creek and Airport Tributary Number 1, based on a 50' cross section intervals. The Survey shall also include approximately 8,000 LF of

the La Volla Creek channel extending from Saratoga Boulevard north and west through the Enterprise Channel located at the rear of the Lands Greenwood property. The Survey shall also include intersecting side streets extending out 50' in each direction to include storm sewer curb inlets, Calle Cuernavaca right-of-way, Los Robles Street right-of-way and Saratoga Boulevard right-of-way, extending out 600' to the east and 1400' to the west.

The survey shall be performed on the ground utilizing a combination LiDAR with traditional field observation methods to locate found visible features, both horizontally and vertically, including existing on-site structures, drainage features, adjacent and onsite sidewalks, curb lines, pavement, fences and visible above-ground utility appurtenances and associated flowlines (if applicable to manholes and drainage structures).

4. Boundary / ROW Survey

Surveyor shall perform a Boundary Survey of the project limits to include the La Volla Creek channel, Calle Cuernavaca right-of-way, Los Robles Street right-of-way and Saratoga Boulevard right-of-way and properties immediately adjoining the La Volla Creek channel. Surveyor shall prepare an Abstract Map and perform property research to locate found subject property and adjoining property corner monumentation along rights-of-way and intersecting property lines.

### **Task 203 – Utilities Coordination Services / Subsurface Utilities Engineering**

Utilities coordination and subsurface utility engineering will be performed by Binkley & Barfield, Inc. (see attached proposal). Scope of work is paraphrased below:

1. Utilities Coordination

Utility Coordination will include the identification of utility conflicts, coordination, compliance with TxDOT's Utility Accommodation Rules (UAR) the City of Corpus Christi, and resolution of utility conflicts. The Coordinator shall coordinate all activities with the (CLIENT, LAN) to facilitate the orderly progress and timely completion of LAN's design phase.

2. Subsurface Utility Engineering Services (SUE)

BBI will provide Subsurface Utility Engineering Quality Level D (QL-D) Records Research, Quality Level C (QL-C) Surface Feature Survey, Quality Level B (QL-B) Designation and Quality Level A (QL-A) Test Holes, on the Pond project in Corpus Christi, TX, from Saratoga Blvd. to the AEP Power Substation.

### **Task 204 – TCEQ Dam Safety Services**

The proposed detention dam and pond as identified in grant documentation appears to meet the requirements of an intermediate High-Hazard dam as defined by the State of Texas. Therefore, the design, construction, and ongoing maintenance and management of the facility is subject to the review and approval of the TCEQ Dam Safety Office. LAN will coordinate with TCEQ and submit design documentation, plans, and specifications to TCEQ for review and approval prior to the release of bid documents for construction. State regulatory authority is established by the Texas Administrative Code, Title 30, Part 1, Chapter 299, "Dams and Reservoirs". For work pursuant to this task, the code or regulations is supplemented by the last editions of TCEQ documents "*Design and Construction Guidelines for Dams in Texas*", "*Hydrologic and Hydraulic Guidelines for Dams in Texas*", "*Guidelines for Developing*

*Emergency Action Plans for Dams in Texas”, and “Guidelines for Operation and Maintenance of Dams in Texas”.*

1. LAN will prepare and submit construction plans and specifications and associated documentation in accordance with TCEQ guidelines. Preliminary coordination will occur during the 30% design process. Submittal of draft plans, specifications and supporting documents will be made at 60% design for TCEQ review and comment. Comments received will be addressed and documented. Final 100% plans and specifications will be submitted to TCEQ for approval prior to release for bid documents are prepared for the City. Required documentation, in addition to construction plans and specifications, for this process includes:
  - Dam Information Sheet (Form TCEQ-20345)
  - Hydrologic and Hydraulic Evaluation Summary (Form TCEQ-20346)
  - Design Basis Report (prepared under Basic Services as described above)
  - Geotechnical Report – including stability analysis
  - Hydrologic and Hydraulic Analyses & Models (prepared under Basic Services as described above)
  - Dam Breach Analysis with Inundation Mapping
  - Instrumentation and monitoring Plan – if applicable
  - Supplemental Engineering Plans if applicable according to 30 TAC 299(d)(2)
    - Quality Control Plan
    - Closure Plan
    - Plan for Addressing Possible Emergencies
2. During construction of the proposed dam and pond, LAN will, in addition to any other construction phase services noted elsewhere in this scope, compile and prepare monthly progress reports for submittal and review by TCEQ Dam Safety Office. State regulations require an inspector, under the direction of a Registered Professional Engineer to maintain and provide inspection reports for the progress report submittals.
3. Upon completion of the construction, LAN will prepare for TCEQ approval a copy of record drawings and an Engineer’s Notification of Completion (Form TCEQ-20347). LAN will also assist the City of Corpus Christi with the preparation of a draft Emergency Action Plan (EAP) and an Operations & Maintenance Manual (O&MM) for the facility. The draft EAP and O&MM will be submitted on behalf of the City to TCEQ Dam Safety for review and comment.

### **Task 205 – Environmental Services**

Environmental services will be performed by Coastal Environments, Inc. (CEI) (see attached proposal). Scope of work is paraphrased below:

1. Background Research / Initial Site Visit

An initial site visit will be conducted in order to gain understanding of the potential environmental and regulatory issues that may be encountered as a result of this project. Based on those observations, a pre-application consultation maybe requested with the pertinent regulatory agencies to address such issues in an attempt to streamline the permitting process.

2. Wetland Delineation / Jurisdictional Determine and Threatened & Endangered Species Survey  
The wetland delineation will be initiated with a review of pertinent information, including shapefile of site location, access permission contacts and site data (i.e., topographic maps, digital orthophoto quarter quads, aerial photographs, soils, infrastructure and hydrologic conditions). The potential for T&E species will be researched on the US Fish and Wildlife Service (USFWS) and Texas Parks & Wildlife Department (TPWD) websites.
3. USACE Permitting  
If the project area is determined to contain jurisdictional wetlands, CEI will coordinate with the USACE to prepare a permit application package to USACE and associated exhibits for authorization. The package will include a cover letter, permit application, associated drawings, alternatives analysis, Coastal Zone Management application, TCEQ 401 Water Quality Certification application, and mitigation plan (if necessary).
4. Cultural Resources Assessment and Survey  
CEI proposes to conduct an intensive pedestrian survey of an approximately 130-acre parcel, improvements to the adjacent Airport Ditch, and tie in to La Volla Creek for a proposed detention pond as part of a drainage improvement project lead by the City of Corpus Christi. As the proposed project location will be owned at the time of construction by a political subdivision of the state, the undertaking falls under the jurisdiction of the Texas Historical Commission (THC) in compliance with the Antiquities Code of Texas (ACT) (Texas Natural Resource Code, Title 9, Chapter 191).
5. Phase I Environmental Site Assessment  
CEI proposes to conduct the ESAP1 in conformance with the current (2013) American Society for Testing and Materials (ASTM) Standards on Environmental Site Assessments.
6. Landscape and Planting  
CEI will work closely with LAN's project design and engineering team to recommend a vegetation planting scheme that best facilitates a Natural Channel Design approach within the detention pond under bank full channel conditions. More specifically, a vegetation planting that creates an effective riparian corridor through the bottom of the pond that conveys ordinary flows to the primary control structure, as well as intending to provide water quality enhancements, creation of aquatic habitats, and minimize vegetation maintenance requirements.

#### **Task 206 – Public Involvement**

1. 30% Public Meeting  
LAN will prepare for a public meeting following the submission of the 30% submittal to receive comments on the updated concept for construction. LAN will document comments received for discussion with CLIENT on how they may affect the proposed design. (Required by the grant)
2. 60% Public Meeting  
LAN will prepare for a public meeting following the submission of the 60% submittal to receive comments on the proposed design. LAN will document comments received for discussion with CLIENT on how they may affect the proposed design.

3. Final Design Public Meeting  
LAN will prepare for a presentation of the final design prior to construction. (Required by the grant)
4. Construction Completion Public Meeting  
LAN will prepare for a presentation of the final design prior to construction. (Required by the grant)

### **Task 207 – Real Estate (Appraisals & Abstracts) (Allowance)**

This task will provide coordination, management, appraisal, title work, negotiations, and preliminary condemnation support (if necessary) for the property that is selected for the detention pond. Services under this task will be completed on a time and materials basis and will not be performed unless authorized by the City of Corpus Christi.

### **Task 208 – Grant Administration (Allowance)**

The project is being partially funded by a grant through the CDBG-DR Program. When necessary, LAN will perform grant administration required by HUD and the GLO. Specific tasks include:

1. Grant Management  
LAN will provide grant management services and timely communications with TGLO and HUD, regarding administrative requirements including:
  - Scope of Work, schedule, and payment
  - Requests for extensions to the Period of Performance
  - Requests for advances and reimbursements
2. Grant Financial Reporting  
LAN will prepare and submit required grant financial reporting documents, including:
  - LAN will prepare up to nine (9) quarterly performance reports including written project status update, current schedule, current design budget, accounts receivable for LAN and subconsultants.
  - Final reports when all administrative actions and required work have been completed
  - Responses to requests for information from TGLO or HUD on management cost monitoring and reporting procedures.
3. Grant Close-Out  
LAN will prepare documentation and materials, and participate in, activities related to grant close-out, including:
  - A validation record that reported costs were incurred in the performance of eligible work
  - Certification that the approved work was completed, and the mitigation measure follows the provisions of the grant.
  - Coordination of a final site inspection of the completed project.
  - Budget of final costs, including Federal share, non-Federal share, administrative allowances (if applicable), and cost overrun and underruns.

- Documentation that the project was performed in compliance with environmental conditions, required permits, and applicable building codes.
- Certification that the project meets NFIP insurance requirements (if required).

4. Grant Audit Services

LAN will prepare documentation and materials related to single or program-specific audits, including, but not limited to:

- Provision of relevant project information necessary for the preparation of financial statements.
- Provision of relevant project documentation, communication, and correspondences, and other information necessary to present a full record of internal controls.
- Provision of relevant documentation to demonstrate compliance with Federal statutes, regulations, and the terms and conditions of the grant award.
- Participation on activities related to follow-up on audit findings.

## Attachment B

### Scope of Services

#### La Volla Creek Drainage Improvements

#### Package B - Airport Tributary 1 Drainage Improvements

##### Scope of Services

To achieve the goals of the HMGP Grant Program and reduce flooding in the La Volla Creek basin, LAN will complete Basic and Additional Services provided for concrete channel improvements and culvert improvements on Airport Tributary in the vicinity of South Padre Island Drive (SPID).

**This project will be completed in conjunction with a new detention pond constructed using CDBG-DR grant funds, downstream near the confluence of La Volla Creek and Airport Tributary 1 (separate authorization).**

Preliminary Phase Services shall include 30% project design, initiation of local/state/federal permitting, submittal to the City, and grant coordination. Tasks include preparation of construction drawings, finalization of modeling, engineering reports, environmental permit under the Clean Water Act with USACE, State Historic Preservation Office (SHPO) consultation, cost estimates, and design/construction schedules.

During 30% design, LAN will finalize the existing hydraulic models completed under the Major Ditch Improvements IDIQ contract, Task Order #3. Results of these analyses will be documented in the Basis of Design Report.

To achieve drainage improvements at SPID, limited upstream and downstream right-of-way acquisition may be required to allow for construction of the improvements. It is also known that existing American Electric Power (AEP) poles conflict with proposed widening of the channel. The approach LAN will take to the design of the drainage improvements will be to not disturb or cause the need to permanently relocate these facilities. If necessary, LAN's scope of work includes utility relocation and conflict resolution services. LAN will be persistent with AEP and other third-party utilities to reduce conflicts and expedite design.

Coordination with the Texas Department of Transportation (TXDOT) will be necessary for this project as well. As part of the Major Ditch Improvements IDIQ contract, LAN met with TXDOT in February 2020, to discuss construction feasibility, methods of construction, and traffic concerns for this project. Two construction methods were discussed, open-cut and trenchless. As part of this project, LAN will meet with TXDOT again to continue discussions and seek approval for the proposed culvert improvements, roadway improvements, and traffic control plans. TXDOT standard details will be used in this project, as necessary.

After approval of Preliminary Phase Services, Tasks 102-105 will include development of detailed construction plans/documents, bid phase, and construction phase services, preparing reports as listed below.

## Package B - Basic Services

Phase I will consist of efforts required to complete planning and design of the project up to completion of contract documents (plans and specifications).

- Task 100 – Project Management
- Task 101 – Preliminary Phase Services / 30% Basis of Design
- Task 102 – 60% Detailed Design
- Task 103 – Final Design
- Task 104 – Bid Phase Services
- Task 105 – Limited Construction Phase Services

### Task 100 – Project Management Services

#### 1. Client Meetings & Communications

- a. Kickoff Meeting – LAN will conduct one (1) kick off meeting with the client to discuss the client's vision for the project, scope of work, schedule, budget, change management plan, and deliverables.
- b. Periodic Site Visits – two (2) site visits will be budgeted during the project. Site Visits will take 1-2 hours and be attended by 2-3 engineers or field personnel. The purpose of the site visits is to assess and evaluate existing conditions of the project site.
- c. Design Concept Review Workshop – LAN will complete one (1) DCR workshop with the City of Corpus Christi staff including Engineering Services, Floodplain Manager, Public Works, and Stormwater. This review will be completed within the first 90 days of the project for the purposes of reviewing the concept of design, discussing project fatal flaws and specific constraints and limitations, and developing a unified approach with the client in order to get the project completed on schedule. LAN will provide agenda, presentation, and meeting minutes.

#### 2. Stakeholder & Third-Party Utility Meetings

In addition to the meetings with the client, it will be necessary for LAN to meet with several different stakeholders and third-party utilities who have interest in the project. LAN will coordinate these meetings, provide meeting notes and minutes, and discuss the outcomes of these meeting with the client. LAN assumes up to two meetings with each the following stakeholders along with preparation time:

- Texas Department of Transportation (TXDOT)
- Texas Division of Emergency Management (TDEM)

### Task 101 – Preliminary Phase Services / 30% Basis of Design

#### 1. Hydrologic & Hydraulic Modeling

This task consists of finalizing the hydrologic and hydraulic modeling calculations in support of the final design of the proposed Airport Tributary 1 Drainage Improvements. LAN is authorized to begin the modeling necessary for this task under a separate contract (Major Ditch Improvements, Task Order #3). **This task finalizes the results under that Task Order.**

Goals of the flood mitigation design include reduction of flood risk to habitable structures, adherence to estimated construction costs included in the HMGP grant application and minimizing the size of the SPID crossing and its impact on TxDOT and adjacent property owners. The Major Ditch Improvements IDIQ hydrologic and hydraulic model will serve as the basis for this analysis.

## 2. Design of Channel Improvements

LAN will perform 30% level engineering design of the proposed channel improvements on Airport Tributary 1, upstream and downstream of the crossing at South Padre Island Drive. This task includes channel alignment, constraints, ROW evaluation, and design of necessary structures. This task includes the use of software and calculations that will be documented via hand-written notes, drawings, exhibits, and sketches, to determine hydraulic and structural design parameters.

## 3. Design of Culvert Improvements

Based on the results of the hydraulic modeling and geotechnical investigation, LAN will perform engineering design of the proposed culvert improvements at South Padre Island Drive. This task includes the use of software and calculations that will be documented via hand-written notes, drawings, exhibits, and sketches, to layout the culvert(s) and define hydraulic and structural design parameters.

## 4. Assess Construction Feasibility/ Methods

LAN will evaluate the technical and economic feasibility of up to two (2) alternative construction methods for installing the proposed culverts on Airport Tributary 1 at South Padre Island Drive. This includes assessing traffic impacts, property and right-of-way issues, and existing utility impacts.

## 5. Opinions of Probable Construction Costs

Based on the 30% design, LAN will develop opinions of probable construction costs for each major component of the improvements along Airport Tributary 1.

## 6. Draft Basis of Design Report (Drainage Improvements)

LAN will complete a Draft Basis of Design Report that includes the results of the preliminary engineering designs, analyses, hydraulic calculations, structural design requirements including interpretation of testing results provided by testing laboratory, construction phasing & bypassing requirements, and selection/sizing of culvert improvements.

## 7. Draft 30% Construction Plans

A draft submission will be made at the 30% design stage for client review, comment, and permitting agency review/comment. All comments received will be tracked and addressed by the design team and necessary revisions will be included in the Contract Documents. The anticipated drawing list includes the following:

- Existing Vicinity Plan
- Topographic Survey / Existing Site Plan
- Existing Utilities Map / Conflicts
- Drainage Area Map

- Hydrologic Summary
- Hydraulic Summary
- Culvert Plan & Profiles
- Channel Improvement Plan & Profiles
- Erosion Control Plans
- Roadway Plans & Profiles
- Roadway Cross Sections

#### 8. Client Review Meeting

LAN will participate in one (1) review meeting with the client and prepare meeting minutes. This meeting is separate from the Design Concept Review Workshop in Task 100 and is for the purposes of reviewing the 30% project deliverables and receiving comments from the client.

#### 9. Final Basis of Design / Permitting Package

LAN will receive review comments from the client and incorporate those into the Final Basis of Design Report. Comments received on the 30% construction plans will be incorporated into the 60% deliverable.

##### **Task 101 (30%) Deliverables:**

- Meeting Minutes
- Draft and Final Basis of Design Reports
- 30% Opinion of Probable Costs
- 30% Construction Plans

The 30% deliverables will include one (1) hard copy, one (1) PDF set of deliverables on a thumb drive, and a Microsoft One-Drive link to all documents, sent to the clients' designated Project Manager.

#### **Task 102 – 60% Detailed Design**

LAN will translate detailed engineering designs completed in the preliminary stage into detailed construction documents, including the advancement of 30% plans to 60% level. Disciplines involved include: Site Civil, Drainage, Structural, Erosion Control, Roadway, and Traffic Control.

##### 1. Technical Drawings

A draft submission will be made at the 60% design stage for client review and comment. All comments received will be tracked and addressed by the design team and necessary revisions will be included in the Contract Documents. The anticipated drawing list includes the following:

- Title Sheet / Index
- Legend
- General Notes
- Construction Sequence/Phasing
- Summary of Quantities
- Existing Vicinity Plan
- Topographic Survey / Existing Site Plan

- Drainage Area Map
- Hydrologic Summary
- Hydraulic Summary
- Existing Utilities Map/ Conflicts
- Traffic Control Plans
- Culvert Plan & Profiles
- Channel Improvement Plan & Profiles
- Channel Improvement Cross Sections & Details
- Retaining Wall Layout and Elevation
- Miscellaneous Drainage Details
- Landscaping Plan and Details
- SWPPP
- Erosion Control Plans
- Erosion Control Details
- Roadway Plans & Profiles
- Roadway Cross Sections
- TXDOT Standards
- Miscellaneous Roadway Details

2. Technical Specifications

LAN will prepare technical specifications that define the project standards for materials, workmanship, and testing. A list of technical specifications will be made at the 60% design stage for client review and comment. All comments received will be tracked and addressed by the design team and necessary revisions will be included in the Contract Documents.

3. Contract Documents

LAN will prepare the following Draft Contract Documents (DIV 00, DIV 01) in City of Corpus Christi standard format for client review and comment:

- Bid Form
- Agreement
- Supplementary Conditions
- Summary of Work
- Alternates and Allowances
- Measurement and Payment
- Submittal Register
- Special Procedure
- Temporary Facilities and Controls

4. Update Opinion of Probable Costs

The project team will update the engineer's opinion of probable construction costs delivered in the preliminary task for the work presented in the drawing set. The estimate will include all work to be performed and broken down by discipline.

5. Client Review Meeting

LAN will participate in one (1) 60% submittal review meeting with the client and prepare meeting minutes for this meeting. LAN will receive review comments from the client and incorporate those into the 90% documents.

**Task 102 (60%) Deliverables:**

- Updated Opinion of Probable Costs
- 60% Plans
- List of Technical Specifications
- Draft Contract Documents, including Bid Form

The 60% deliverables will include one (1) hard copy, one (1) PDF set of deliverables on a thumb drive, and a Microsoft One-Drive link to all documents, sent to the clients' designated Project Manager.

**Task 103 – Final Design**

1. Final Technical Drawings and Specifications

LAN will advance the technical drawings, specifications, and opinion of costs to the 100% design stage for client review and comment. All 60% comments received will be tracked and addressed by the design team and necessary revisions will be included in the Contract Documents.

2. Client Review Meeting

LAN will participate in one (1) 100% submittal review meeting with the client and prepare meeting minutes for this meeting. LAN will receive review comments from the client and incorporate those into the Final Issued for Bid (IFB) documents.

3. Prepare Issued for Bid Documents

LAN will incorporate all review comments and prepare one (1) set of Issued for Bid (IFB) construction documents per City of Corpus Christi Standards. The set will include one (1) hard copy, one (1) PDF set of deliverables on a thumb drive, and a Microsoft One-Drive link to all documents, sent to the clients designated Project Manager.

**Task 103 Issued for Bid (IFB) Deliverables:**

- Opinion of Probable Costs
- Issued for Bid Plans
- Issued for Bid Project Manual / Contract Documents
- Final Bid Form
- CIVCAST Form (Excel)

**Task 104 – Bid Phase / Procurement Services**

1. Pre-Bid Meeting

LAN will attend one (1) Pre-Bid meeting with the client to present the project to potential qualified contractors.

2. Respond to Requests for Information (RFI's)  
LAN will monitor CIVCAST during the City's standard two-week question and answer period and respond to routine questions as necessary via email to the City Project Manager. Answers to RFI's are intended to clarify plans, specifications, or design criteria and not make significant changes to the design of the project. LAN assumes a total of 20 hours to complete this task.
3. Contract Addenda  
Significant revisions to the plans or specifications during procurement will be issued through addenda prior to submittal of proposals. LAN will prepare one (1) contract addenda, as required.

**Task 104 Deliverables:**

- Contract Addenda (PDF)

**Task 105 – Limited Construction Administration** (assume 64 weeks/ 15 months of construction)

1. Conformed Construction Documents  
LAN will prepare one (1) set of conformed construction documents for the client prior to start of construction.
2. Pre-Construction Meeting  
Once the client awards a contract with a qualified contractor, LAN will participate in one (1) pre-construction meeting with the selected contractor to review the project, specifications, and requirements during construction.
3. Respond to Contractor Requests for Information  
During construction (15 months), LAN will respond to contractor requests for information. LAN assumes a total of twenty (20) formal requests for information (RFI) as part of this task. LAN considers a "formal" RFI as one that takes more than one working day to provide an answer.
4. Review and Approve Submittals  
LAN will review and approve contractor submittals as required in the contract bid documents. LAN assumes up to a total of thirty-five (35) contractor submittals as part of this task.
5. Construction Observations  
LAN will perform construction observations of the project assuming one (1) hour weekly for a duration of sixty-four (64) weeks, as necessary to answer RFI's. This scope of work does not include a Resident Project Representative (RPR) or full-time construction inspector on the project.
6. Substantial & Final Completion Inspections  
LAN will complete one (1) substantial completion inspection with the contractor and client and develop a punch list of items for the contractor to address prior to final completion. Once punch list is complete, LAN will perform one (1) final inspection of the project.

7. Prepare Record Drawings

LAN will prepare one (1) set (hardcopy and PDF) of record drawings for the client using the contractor's mark-ups/redlines during construction. No additional survey or data collection will be performed as part of this task.

**Task 105 Deliverables:**

- Submittals / Submittal Log
- Record Drawings

**Package B - Additional Services**

The following additional services will be necessary to support the development and completion of services performed in the Basic Service above:

- Task 201 – Geotechnical Engineering
- Task 202 - Survey Services
- Task 203 – Utilities Coordination / Subsurface Utilities Engineering
- Task 204 – CLOMR/LOMR
- Task 205 – Environmental Services
- Task 206 – Public Involvement
- Task 207 - Real Estate (Appraisals & Abstracts)
- Task 208 – Grant Administration / Management

**Task 201 – Geotechnical Engineering**

In support of Basic Services, geotechnical engineering will be performed by Terracon, Inc. (see attached proposal). Scope of work is paraphrased below:

This task will be performed as a way to evaluate the overall feasibility of the project from the geotechnical perspective. It will allow us to determine the consistency of the site geology and expose the potential challenges with regards to subsurface conditions, soil material properties, potential seepage zones and groundwater conditions. At the end of the task, we will be able to develop a specific exploration and analysis program to target the encountered site challenges for use in final design.

**Task 202 – Survey Services**

In support of Basic Services, survey services will be performed by Binkley & Barfield, Inc. (BBI) (see attached proposal). Scope of work is paraphrased below:

1. Right-of-Entry Coordination

Surveyor shall perform necessary research to secure ownership records and property deeds within the project phase limits, immediately adjoining Airport Tributary 1. Research shall include pertinent record documents for subject tracts and adjoining tracts, subdivision plats, ownership deeds for un-platted adjoining properties, and intersecting or crossing roadways.

2. Geodetic Control Survey

Surveyor shall set horizontal and vertical primary control points using a 5/8" rebar 18 inches long with cap marked "BASELINE CONTROL". These points shall be used as the primary horizontal and vertical control for the project and shall serve as the temporary benchmarks (TBM's) for the project. Horizontal and vertical data for primary control shall be based on redundant RTK GNSS observations and digital differential levelling. Secondary control points shall be set as necessary for conventional ground surveying. Survey Control Index Sheets shall be prepared showing all project control for the PS&E plan set.

3. Topographic Design Survey

Surveyor shall perform a Topographic Design Survey within the Project phase limits. The Survey shall provide existing topographic conditions of approximately 7,900 LFT of concrete drainage channel and road right-of-way. The Survey shall include the 2-acre Fulton Investment tract referenced above; intersecting side streets extending out 50' in each direction to include storm sewer curb inlets; South Padre Island Drive (SPID) access roads and culvert crossing extending out 500' in each direction; and Bush/Holly Street extending out 400' in each direction.

4. Boundary / ROW Survey

Surveyor shall perform a Boundary Survey of the above referenced project phase limits to include the La Volla Creek channel, W Point Road right-of-way, Columbia Street right-of-way, SPID right-of-way, Bush/Holly Street right-of-way, and properties immediately adjoining the La Volla Creek channel. Surveyor shall prepare an Abstract Map and perform property research to locate found subject property and adjoining property corner monumentation along rights-of-way and intersecting property lines. Results shall be compared, and a boundary resolution determined. Property ownership names, property lines, right-of-way lines and any easements found during deed research shall be shown on the Survey.

**Task 203 – Utilities Coordination / SUE Services**

In support of Basic Services, utilities coordination and subsurface utility engineering will be performed by Binkley & Barfield, Inc. (BBI) (see attached proposal). Scope of work is paraphrased below:

1. Utilities Coordination

Utility Coordination will include the identification of utility conflicts, coordination, compliance with TxDOT's Utility Accommodation Rules (UAR) the City of Corpus Christi, and resolution of utility conflicts. The Coordinator shall coordinate all activities with the (CLIENT, LAN) to facilitate the orderly progress and timely completion of LAN's design phase.

2. Subsurface Utility Engineering Services (SUE)

BBI will provide Subsurface Utility Engineering Quality Level D (QL-D) Records Research, Quality Level C (QL-C) Surface Feature Survey, Quality Level B (QL-B) Designation and Quality Level A (QL-A) Test Holes, on the Pond project in Corpus Christi, TX, from Saratoga Blvd. to the AEP Power Substation.

## **Task 204 – CLOMR/LOMR**

The flood risk mitigation resulting from the Airport Tributary 1 and La Volla Reservoir Improvements will result in a measurable change to the FEMA regulatory floodplain. A Conditional Letter of Map Revision (CLOMR) will be drafted for the purpose of communicating the City's intent to alter the floodplain. CLOMR will include the HEC-RAS coupled 1D/2D model prepared in a manner consistent with FEMA standards and required MT-2 forms. LAN will coordinate with City to sign required forms and will submit to FEMA on behalf of the City. LAN will respond to two (2) rounds of comments from FEMA reviewers.

Following construction LAN will prepare applications and supporting documents required to request a Letter of Map Revision from (LOMR) FEMA to reflect the project improvements and resultant floodplain.

## **Task 205 – Environmental Services**

In support of the Basic Services, environmental services will be performed by Coastal Environments, Inc. (CEI) (see attached proposal). Scope of work is paraphrased below:

### **1. Background Research / Initial Site Visit**

An initial site visit will be conducted in order to gain understanding of the potential environmental and regulatory issues that may be encountered as a result of this project. Based on those observations, a pre-application consultation maybe requested with the pertinent regulatory agencies to address such issues in an attempt to streamline the permitting process.

### **2. Wetland Delineation / Jurisdictional Determine and Threatened & Endangered Species Survey**

The wetland delineation will be initiated with a review of pertinent information, including shapefile of site location, access permission contacts and site data (i.e., topographic maps, digital orthophoto quarter quads, aerial photographs, soils, infrastructure and hydrologic conditions). The potential for T&E species will be researched on the US Fish and Wildlife Service (USFWS) and Texas Parks & Wildlife Department (TPWD) websites.

### **3. USACE Permitting**

If the project area is determined to contain jurisdictional wetlands, CEI will coordinate with the USACE to prepare a permit application package to USACE and associated exhibits for authorization. The package will include a cover letter, permit application, associated drawings, alternatives analysis, Coastal Zone Management application, TCEQ 401 Water Quality Certification application, and mitigation plan(if necessary).

### **4. Cultural Resources Assessment and Survey**

CEI proposes to conduct an intensive pedestrian survey of an approximately 130-acre parcel, improvements to the adjacent Airport Ditch, and tie in to La Volla Creek for a proposed detention pond as part of a drainage improvement project lead by the City of Corpus Christi. As the proposed project location will be owned at the time of construction by a political subdivision of the state, the undertaking falls under the jurisdiction of the Texas Historical Commission (THC) in compliance with the Antiquities Code of Texas (ACT) (Texas Natural Resource Code, Title 9, Chapter 191).

5. Phase I Environmental Site Assessment

CEI proposes to conduct the ESAP1 in conformance with the current (2013) American Society for Testing and Materials (ASTM) Standards on Environmental Site Assessments.

**Task 206 – Public involvement**

1. 30% Public Meeting

LAN will prepare for a public meeting following the submission of the 30% submittal to receive comments on the updated concept for construction. LAN will document comments received for discussion with CLIENT on how they may affect the proposed design. (Required by the grant)

2. 60% Public Meeting

LAN will prepare for a public meeting following the submission of the 60% submittal to receive comments on the proposed design. LAN will document comments received for discussion with CLIENT on how they may affect the proposed design.

3. Final Design Public Meeting

LAN will prepare for a presentation of the final design prior to construction. (Required by the grant)

4. Construction Completion Public Meeting

LAN will prepare for a presentation of the final design prior to construction. (Required by the grant)

**Task 207 – Real Estate (Appraisals & Abstracts) (Allowance)**

This task will provide coordination, management, appraisal, title work, negotiations, and preliminary condemnation support (if necessary) for properties adjacent to the Airport Tributary #1 and the crossing at SPID. Services under this task will be completed on a time and materials basis and will not be performed unless authorized by the City of Corpus Christi.

**Task 208 – Grant Administration (Allowance)**

1. Grant Management

LAN will provide grant management services and timely communications with TDEM and FEMA, regarding administrative requirements including:

- Scope of Work, schedule, and payment
- Requests for extensions to the Period of Performance
- Requests for advances and reimbursements

2. Grant Financial Reporting

LAN will prepare and submit required grant financial reporting documents, including:

- LAN will prepare up to nine (9) quarterly performance reports including written project status update, current schedule, current design budget, accounts receivable for LAN and subconsultants.
- Final reports when all administrative actions and required work have been completed

- Responses to requests for information from TDEM or FEMA on management cost monitoring and reporting procedures.

3. Grant Close-Out

LAN will prepare documentation and materials, and participate in, activities related to grant close-out, including:

- A validation record that reported costs were incurred in the performance of eligible work
- Certification that the approved work was completed, and the mitigation measure follows the provisions of the grant.
- Coordination of a final site inspection of the completed project.
- Budget of final costs, including Federal share, non-Federal share, administrative allowances (if applicable), and cost overrun and underruns.
- Documentation that the project was performed in compliance with environmental conditions, required permits, and applicable building codes.
- Certification that the project meets NFIP insurance requirements (if required).

4. Grant Audit Services

LAN will prepare documentation and materials related to single or program-specific audits, including, but not limited to:

- Provision of relevant project information necessary for the preparation of financial statements.
- Provision of relevant project documentation, communication, and correspondences, and other information necessary to present a full record of internal controls.
- Provision of relevant documentation to demonstrate compliance with Federal statutes, regulations, and the terms and conditions of the grant award.
- Participation on activities related to follow-up on audit findings.

## Attachment C

### Summary of Fee's per Task

#### Package A – Detention Pond

Task	Task Name	Proposed Fee
100	Project Management Services	\$ 15,446.00
101	Preliminary Phase Services / Basis of Design	\$ 295,740.00
102	60% Detailed Design	\$ 233,782.00
103	Final Design	\$ 58,560.00
104	Bid Phase / Procurement Services	\$ 10,300.00
105	Construction Administration	\$ 76,871.00
	<b>Total Basic Services</b>	<b>\$ 690,699.00</b>
201	Geotechnical Engineering	\$ 146,900.00
202	Survey Services	\$ 111,910.00
203	Utilities Coordination / Conflict Resolution / SUE Services	\$ 132,082.00
204	Hydrologic & Hydraulic Modeling (TCEQ Rqd)	\$ 55,440.00
205	Environmental Services	\$ 99,896.00
206	Public Involvement	\$ 7,246.00
207	Real Estate (Allowance)	\$ 20,000.00
208	Grant Administration (Allowance)	\$ 45,309.00
	<b>Total Additional Services</b>	<b>\$ 618,783.00</b>
	<b>Total</b>	<b>\$ 1,309,482.00</b>

#### Package B – Airport Tributary #1 Drainage Improvements

Task	Task Name	Proposed Fee
100	Project Management Services	\$ 26,122.00
101	Preliminary Phase Services / Basis of Design	\$ 256,897.00
102	60% Detailed Design	\$ 163,841.00
103	Final Design	\$ 76,498.00
104	Bid Phase / Procurement Services	\$ 15,858.00
105	Construction Administration	\$ 86,294.00
	<b>Total Basic Services</b>	<b>\$ 625,510.00</b>
201	Geotechnical Engineering	\$ 35,865.00
202	Survey Services	\$ 98,585.00
203	Utilities Coordination / Conflict Resolution / SUE Services	\$ 121,203.00
204	CLOMR / LOMR	\$ 110,820.00
205	Environmental Services	\$ 17,110.00
206	Public Involvement	\$ 7,246.00
207	Real Estate (Allowance)	\$ 20,000.00
208	Grant Administration (Allowance)	\$ 31,174.00
	<b>Total Additional Services</b>	<b>\$ 442,003.00</b>
	<b>Total</b>	<b>\$ 1,067,513.00</b>

## Attachment D Project Schedules

### Package A – Detention Pond

Task	Task Name	Duration (weeks)	Begin (Week)	End (Week)
	Notice to Proceed	0	0	0
202	Survey Services	6	1	7
201	Preliminary Geotechnical Assessment	8	1	9
101	Preliminary Phase Services / Basis of Design	24	1	25
207	Real Estate Acquisition	26	1	27
205	Environmental Services	26	1	27
203	Utilities Coordination / Conflict Resolution / SUE Services	26	1	27
204	Hydrologic & Hydraulic Modeling (TCEQ Rqd)	128	12	140
	30% Client / Regulatory Review	4	27	31
206	Public Involvement	113	27	140
102	60% Detailed Design	16	31	47
	Client Review	3	47	50
103	Final Design	6	50	<b>56</b>
104	Bid Phase / Procurement Services	4	56	60
105	Construction Administration	80	60	<b>140</b>

### Package B – Airport Tributary #1 Drainage Improvements

Task	Task Name	Duration (weeks)	Begin (Week)	End (Week)
	Notice to Proceed	0	0	0
202	Survey Services	4	1	5
201	Preliminary Geotechnical Assessment	5	1	6
101	Preliminary Phase Services / Basis of Design	12	1	13
207	Real Estate Acquisition	16	1	17
205	Environmental Services	20	1	21
203	Utilities Coordination / Conflict Resolution / SUE Services	21	1	22
	30% Client / Regulatory Review	4	13	17
206	Public Involvement	92	13	105
102	60% Detailed Design	14	17	31
	Client Review	3	31	34
103	Final Design	4	34	<b>38</b>
104	Bid Phase / Procurement Services	3	38	41
204	CLOMR / LOMR	8	38	46
105	Construction Administration	64	41	<b>105</b>

## Attachment E

### Labor Rates

<b>Personnel</b>	<b>Rate / Hr</b>
Principal	\$ 305.00
Program Manager / QAQC Manager	\$ 232.00
Project Manager	\$ 200.00
Team Leader (SW)	\$ 218.00
Team Leader (Inf)	\$ 212.00
Senior Engineer / Modeler	\$ 253.00
Engineer IV	\$ 202.00
Engineer III	\$ 154.00
Engineer II	\$ 104.00
Engineer I	\$ 100.00
Senior Designer	\$ 160.00
Technician II	\$ 122.00
Technician I	\$ 98.00
Construction Engineer	\$ 210.00
Administrative	\$ 75.00
GIS Analyst / Modeler	\$ 120.00

**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
<b>Basic Services:</b>													
Preliminary Phase	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000.00	\$1,000.00	\$0.00	\$1,000.00	\$1,000.00	\$1,000.00	\$0.00	100.0%
Design Phase	\$2,000.00	\$1,000.00	\$0.00	\$0.00	\$0.00	\$3,000.00	\$3,000.00	\$1,000.00	\$500.00	\$1,500.00	\$1,500.00	\$1,500.00	50.0%
Bid Phase	\$500.00	\$0.00	\$0.00	\$250.00	\$0.00	\$750.00	\$750.00	\$0.00	\$0.00	\$0.00	\$0.00	\$750.00	0.0%
Construction Phase	\$2,500.00	\$0.00	\$0.00	\$1,000.00	\$0.00	\$3,500.00	\$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	\$1,000.00	\$1,250.00	\$0.00	\$8,250.00	\$8,250.00	\$1,000.00	\$1,500.00	\$2,500.00	\$2,500.00	\$5,750.00	30.3%
<b>Additional Services:</b>													
Permitting	\$2,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,000.00	\$2,000.00	\$500.00	\$0.00	\$500.00	\$500.00	\$1,500.00	25.0%
Warranty Phase	\$0.00	\$1,120.00	\$0.00	\$0.00	\$0.00	\$1,120.00	\$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	\$0.00	\$1,627.00	\$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	\$1,120.00	\$1,627.00	\$0.00	\$4,747.00	\$4,747.00	\$500.00	\$0.00	\$500.00	\$500.00	\$4,247.00	10.5%
<b>Summary of Fees:</b>													
Basic Services Fees	\$6,000.00	\$1,000.00	\$1,250.00	\$1,250.00	\$0.00	\$8,250.00	\$8,250.00	\$1,000.00	\$1,500.00	\$2,500.00	\$2,500.00	\$5,750.00	30.3%
Additional Services Fees	\$2,000.00	\$1,120.00	\$1,627.00	\$1,627.00	\$0.00	\$4,747.00	\$4,747.00	\$500.00	\$0.00	\$500.00	\$500.00	\$4,247.00	10.5%
<b>Total of Fees</b>	\$8,000.00	\$2,120.00	\$2,877.00	\$2,877.00	\$0.00	\$12,997.00	\$12,997.00	\$1,500.00	\$1,500.00	\$3,000.00	\$3,000.00	\$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**

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. **The City must be listed as an additional insured on the General liability and Auto Liability policies, and 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
Commercial General Liability including: 1. Commercial Broad Form 2. Premises – Operations 3. Products/ Completed Operations 4. Contractual Liability 5. Independent Contractors 6. Personal Injury- Advertising Injury	\$1,000,000 Per Occurrence \$2,000,000 Aggregate
AUTO LIABILITY (including) 1. Owned 2. Hired and Non-Owned 3. Rented/Leased	\$500,000 Combined Single Limit
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 and identify any limitations regarding who is insured.
--	--

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 List the City and its officers, officials, employees and elected representatives as additional insured by endorsement, as respects operations, completed operation and activities of, or on behalf of, the named insured performed under contract with the City with the exception of the professional liability/Errors & Omissions policy;

1.6.2 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;

1.6.3 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.

**Excerpt from FORM 00 72 00 GENERAL CONDITIONS for Construction Projects related to design services**

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## ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

### 1.01 Defined Terms

- A. Terms with initial capital letters, including the term’s singular and plural forms, have the meanings indicated in this paragraph wherever used in the Bidding Requirements or Contract Documents. In addition to the terms specifically defined, terms with initial capital letters in the Contract Documents may include references to identified articles and paragraphs, and the titles of other documents or forms.
1. Addenda - Documents issued prior to the receipt of Bids which clarify or modify the Bidding Requirements or the proposed Contract Documents.
  2. Agreement - The document executed between Owner and Contractor covering the Work.
  3. Alternative Dispute Resolution - The process by which a disputed Claim may be settled as an alternative to litigation, if Owner and Contractor cannot reach an agreement between themselves.
  4. Application for Payment - The forms used by Contractor to request payments from Owner and the supporting documentation required by the Contract Documents.
  5. Award Date – The date the City Council of the City of Corpus Christi (City) authorizes the City Manager or designee to execute the Contract on behalf of the City.
  6. Bid - The documents submitted by a Bidder to establish the proposed Contract Price and Contract Times and provide other information and certifications as required by the Bidding Requirements.
  7. Bidding Documents - The Bidding Requirements, the proposed Contract Documents, and Addenda.
  8. Bidder - An individual or entity that submits a Bid to Owner.
  9. Bidding Requirements - The Invitation for Bids, Instructions to Bidders, Bid Security, Bid Form and attachments, and required certifications.
  10. Bid Security - The financial security in the form of a bid bond provided by Bidder at the time the Bid is submitted and held by Owner until the Agreement is executed and the evidence of insurance and Bonds required by the Contract Documents are provided. A cashier’s check, certified check, money order or bank draft from any State or National Bank will also be acceptable.
  11. Bonds - Performance Bond, Payment Bond, Maintenance Bond, and other Surety instruments executed by Surety. When in singular form, refers to individual instrument.
  12. Change Order - A document issued on or after the Effective Date of the Contract and signed by Owner and Contractor which modifies the Work, Contract Price, Contract Times, or terms and conditions of the Contract.
  13. Change Proposal - A document submitted by Contractor in accordance with the requirements of the Contract Documents:
    - a. Requesting an adjustment in Contract Price or Contract Times;

- b. Contesting an initial decision concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents;
  - c. Challenging a set-off against payment due; or
  - d. Seeking a Modification with respect to the terms of the Contract.
14. City Engineer - The Corpus Christi City Engineer and/or his designated representative as identified at the preconstruction conference or in the Notice to Proceed.
15. Claim - A demand or assertion by Owner or Contractor submitted in accordance with the requirements of the Contract Documents. A demand for money or services by an entity other than the Owner or Contractor is not a Claim.
16. Constituent of Concern - Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous wastes, and substances, products, wastes, or other materials that are or become listed, regulated, or addressed pursuant to:
- a. The Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”);
  - b. The Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.;
  - c. The Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”);
  - d. The Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.;
  - e. The Clean Water Act, 33 U.S.C. §§1251 et seq.;
  - f. The Clean Air Act, 42 U.S.C. §§7401 et seq.; or
  - g. Any other Laws or Regulations regulating, relating to, or imposing liability or standards of conduct concerning hazardous, toxic, or dangerous waste, substance, or material.
17. Contract - The entire integrated set of documents concerning the Work and describing the relationship between the Owner and Contractor.
18. Contract Amendment - A document issued on or after the Effective Date of the Contract and signed by Owner and Contractor which:
- a. Authorizes new phases of the Work and establishes the Contract Price, Contract Times, or terms and conditions of the Contract for the new phase of Work; or
  - b. Modifies the terms and conditions of the Contract, but does not make changes in the Work.
19. Contract Documents - Those items designated as Contract Documents in the Agreement.
20. Contract Price - The monetary amount stated in the Agreement and as adjusted by Modifications, and increases or decreases in unit price quantities, if any, that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.
21. Contract Times - The number of days or the dates by which Contractor must:
- a. Achieve specified Milestones;

- b. Achieve Substantial Completion; and
  - c. Complete the Work.
22. Contractor - The individual or entity with which Owner has contracted for performance of the Work.
23. Contractor's Team - Contractor and Subcontractors, Suppliers, individuals, or entities directly or indirectly employed or retained by them to perform part of the Work or anyone for whose acts they may be liable.
24. Cost of the Work - The sum of costs incurred for the proper performance of the Work as allowed by Article 15.
25. Defective - When applied to Work, refers to Work that is unsatisfactory, faulty, or deficient in that it:
- a. Does not conform to the Contract Documents;
  - b. Does not meet the requirements of applicable inspections, reference standards, tests, or approvals referred to in the Contract Documents; or
  - c. Has been damaged or stolen prior to OAR's recommendation of final payment unless responsibility for the protection of the Work has been assumed by Owner at Substantial Completion in accordance with Paragraphs 17.12 or 17.13.
26. **Designer** - The individuals or entity named as **Designer** in the Agreement and the subconsultants, individuals, or entities directly or indirectly employed or retained by **Designer** to provide design or other technical services to the Owner. **Designer** has responsibility for engineering or architectural design and technical issues related to the Contract Documents. **Designers** are Licensed Professional Engineers, Registered Architects or Registered Landscape Architects qualified to practice their profession in the State of Texas.
27. Drawings - The part of the Contract that graphically shows the scope, extent, and character of the Work. Shop Drawings and other Contractor documents are not Drawings.
28. Effective Date of the Contract - The date indicated in the Agreement on which the City Manager or designee has signed the Contract.
29. Field Order - A document issued by OAR or **Designer** requiring changes in the Work that do not change the Contract Price or the Contract Times.
30. Hazardous Environmental Condition - The presence of Constituents of Concern at the Site in quantities or circumstances that may present a danger to persons or property exposed to Constituents of Concern. The presence of Constituents of Concern at the Site necessary for the execution of the Work or to be incorporated in the Work is not a Hazardous Environmental Condition provided these Constituents of Concern are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract.
31. Indemnified Costs - All costs, losses, damages, and legal or other dispute resolution costs resulting from claims or demands against Owner's Indemnitees. These costs include fees for engineers, architects, attorneys, and other professionals.

32. Laws and Regulations; Laws or Regulations - Applicable laws, statutes, rules, regulations, ordinances, codes, and orders of governmental bodies, agencies, authorities, and courts having jurisdiction over the Project.
33. Liens - Charges, security interests, or encumbrances upon Contract related funds, real property, or personal property.
34. Milestone - A principal event in the performance of the Work that Contractor is required by Contract to complete by a specified date or within a specified period of time.
35. Modification - Change made to the Contract Documents by one of the following methods:
  - a. Contract Amendment;
  - b. Change Order;
  - c. Field Order; or
  - d. Work Change Directive.
36. Notice of Award - The notice of Owner's intent to enter into a contract with the Selected Bidder.
37. Notice to Proceed - A notice to Contractor of the Contract Times and the date Work is to begin.
38. Owner - The City of Corpus Christi (City), a Texas home-rule municipal corporation and political subdivision organized under the laws of the State of Texas, acting by and through its duly authorized City Manager and his designee, the City Engineer (the Director of Engineering Services), and the City's officers, employees, agents, or representatives, authorized to administer design and construction of the Project.
39. Owner's Authorized Representative or OAR - The individual or entity named as OAR in the Agreement and the consultants, subconsultants, individuals, or entities directly or indirectly employed or retained by them to provide construction management services to the Owner. The OAR may be an employee of the Owner.
40. Owner's Indemnitees - Each member of the OPT and their officers, directors, members, partners, employees, agents, consultants, and subcontractors.
41. Owner's Project Team or OPT - The Owner, Owner's Authorized Representative, Resident Project Representative, **Designer**, and the consultants, subconsultants, individuals, or entities directly or indirectly employed or retained by them to provide services to the Owner.
42. Partial Occupancy or Use - Use by Owner of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.
43. Progress Schedule - A schedule prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times. The Progress Schedule must be a Critical Path Method (CPM) Schedule.
44. Project - The total undertaking to be accomplished for Owner under the Contract Documents.

45. Resident Project Representative or RPR - The authorized representative of OPT assigned to assist OAR at the Site. As used herein, the term Resident Project Representative includes assistants and field staff of the OAR.
46. Samples - Physical examples of materials, equipment, or workmanship representing some portion of the Work that are used to establish the standards for that portion of the Work.
47. Schedule of Documents - A schedule of required documents, prepared, and maintained by Contractor.
48. Schedule of Values - A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for Contractor's Applications for Payment.
49. Selected Bidder - The Bidder to which Owner intends to award the Contract.
50. Shop Drawings - All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
51. Site - Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed. The Site includes rights-of-way, easements, and other lands furnished by Owner which are designated for use by the Contractor.
52. Specifications - The part of the Contract that describes the requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
53. Subcontractor - An individual or entity having a direct contract with Contractor or with other Subcontractors or Suppliers for the performance of a part of the Work.
54. Substantial Completion - The point where the Work or a specified part of the Work is sufficiently complete to be used for its intended purpose in accordance with the Contract Documents.
55. Supplementary Conditions - The part of the Contract that amends or supplements the General Conditions.
56. Supplier - A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with Subcontractors or other Suppliers to furnish materials or equipment to be incorporated in the Work.
57. Technical Data - Those items expressly identified as Technical Data in the Supplementary Conditions with respect to either:
  - a. Subsurface conditions at the Site;
  - b. Physical conditions relating to existing surface or subsurface structures at the Site, except Underground Facilities; or
  - c. Hazardous Environmental Conditions at the Site.
58. Underground Facilities - All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, other similar facilities or appurtenances, and encasements containing these facilities which are used to convey electricity, gases,

steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

59. Unit Price Work - Work to be paid for on the basis of unit prices.
60. Work - The construction of the Project or its component parts as required by the Contract Documents.
61. Work Change Directive - A directive issued to Contractor on or after the Effective Date of the Contract ordering an addition, deletion, or revision in the Work. The Work Change Directive serves as a memorandum of understanding regarding the directive until a Change Order can be issued.

## 1.02 Terminology

- A. The words and terms discussed in this Paragraph 1.02 are not defined, but when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. It is understood that the cost for performing Work is included in the Contract Price and no additional compensation is to be paid by Owner unless specifically stated otherwise in the Contract Documents. Expressions including or similar to “at no additional cost to Owner,” “at Contractor’s expense,” or similar words mean that the Contractor is to perform or provide specified operation of Work without an increase in the Contract Price.
- C. The terms “day” or “calendar day” mean a calendar day of 24 hours measured from midnight to the next midnight.
- D. The meaning and intent of certain terms or adjectives are described as follows:
  1. The terms “as allowed,” “as approved,” “as ordered,” “as directed,” or similar terms in the Contract Documents indicate an exercise of professional judgment by the OPT.
  2. Adjectives including or similar to “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or similar adjectives are used to describe a determination of OPT regarding the Work.
  3. Any exercise of professional judgment by the OPT will be made solely to evaluate the Work for general compliance with the Contract Documents unless there is a specific statement in the Contract Documents indicating otherwise.
  4. The use of these or similar terms or adjectives does not assign a duty or give OPT authority to supervise or direct the performance of the Work, or assign a duty or give authority to the OPT to undertake responsibilities contrary to the provisions of Articles 9 or 10 or other provisions of the Contract Documents.
- E. The use of the words “furnish,” “install,” “perform,” and “provide” have the following meanings when used in connection with services, materials, or equipment:
  1. Furnish means to supply and deliver the specified services, materials, or equipment to the Site or other specified location ready for use or installation.
  2. Install means to complete construction or assembly of the specified services, materials, or equipment so they are ready for their intended use.

3. Perform or provide means to furnish and install specified services, materials, or equipment, complete and ready for their intended use.
  4. Perform or provide the specified services, materials, or equipment complete and ready for intended use if the Contract Documents require specific services, materials, or equipment, but do not expressly use the words “furnish,” “install,” “perform,” or “provide.”
- F. Contract Documents are written in modified brief style:
1. Requirements apply to all Work of the same kind, class, and type even though the word “all” is not stated.
  2. Simple imperative sentence structure is used which places a verb as the first word in the sentence. It is understood that the words “furnish,” “install,” “perform,” “provide,” or similar words include the meaning of the phrase “The Contractor shall...” before these words.
  3. Unless specifically stated that action is to be taken by the OPT or others, it is understood that the action described is a requirement of the Contractor.
- G. Words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with this recognized meaning unless stated otherwise in the Contract Documents.
- H. Written documents are required where reference is made to notices, reports, approvals, consents, documents, statements, instructions, opinions or other types of communications required by the Contract Documents. Approval and consent documents must be received by Contractor prior to the action or decision for which approval or consent is given. These may be made in printed or electronic format through the OPT’s project management information system or other electronic media as required by the Contract Documents or approved by the OAR.
- I. Giving notice as required by the Contract Documents may be by printed or electronic media using a method that requires acknowledgment of the receipt of that notice.

## **ARTICLE 2 – PRELIMINARY MATTERS**

## **ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE**

### **3.01 Intent**

- B. Provide equipment that is functionally complete as described in the Contract Documents. The Drawings and Specifications do not indicate or describe all of the Work required to complete the installation of products purchased by the Owner or Contractor. Additional details required for the correct installation of selected products are to be provided by the Contractor and coordinated with the **Designer** through the OAR.

### **3.02 Reference Standards**

Comply with applicable construction industry standards, whether referenced or not.

1. Standards referenced in the Contract Documents govern over standards not referenced but recognized as applicable in the construction industry.

2. Comply with the requirements of the Contract Documents if they produce a higher quality of Work than the applicable construction industry standards.
3. **Designer** determines whether a code or standard is applicable, which of several are applicable, or if the Contract Documents produce a higher quality of Work.

3.03 Reporting and Resolving Discrepancies

3.04 Interpretation of the Contract Documents

Submit questions regarding the design of the Project described in the Contract Documents to the OAR immediately after those questions arise. OAR is to request an interpretation of the Contract Documents from the **Designer**. **Designer** is to respond to these questions by providing an interpretation of the Contract Documents. OAR will coordinate the response of the OPT to Contractor.

- C. OPT may initiate a Modification to the Contract Documents through the OAR if a response to the question indicates that a change in the Contract Documents is required. Contractor may appeal **Designer's** or OAR's interpretation by submitting a Change Proposal.

**ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK**

**ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS**

5.01 Availability of Lands

5.02 Use of Site and Other Areas

5.03 Subsurface and Physical Conditions

5.04 Differing Subsurface or Physical Conditions

OAR is to notify the OPT after receiving notice of a differing subsurface or physical condition from the Contractor. **Designer** is to:

1. Promptly review the subsurface or physical condition;
  2. Determine the necessity of OPT's obtaining additional exploration or tests with respect to the subsurface or physical condition;
  3. Determine if the subsurface or physical condition falls within one or more of the differing Site condition categories in Paragraph 5.04.A;
  4. Prepare recommendations to OPT regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question;
  5. Determine the need for changes in the Drawings or Specifications; and
  6. Advise OPT of **Designer's** findings, conclusions, and recommendations.
- C. OAR is to issue a statement to Contractor regarding the subsurface or physical condition in question and recommend action as appropriate after review of **Designer's** findings, conclusions, and recommendations.

## 5.05 Underground Facilities

The **Designer** is to take the following action after receiving notice from the OAR:

1. Promptly review the Underground Facility and conclude whether the Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy;
  2. Prepare recommendations to OPT regarding the Contractor's resumption of Work in connection with this Underground Facility;
  3. Determine the extent to which a change is required in the Drawings or Specifications to document the consequences of the existence or location of the Underground Facility; and
  4. Advise OAR of **Designer's** findings, conclusions, and recommendations and provide revised Drawings and Specifications if required.
- D. OAR is to issue a statement to Contractor regarding the Underground Facility in question and recommend action as appropriate after review of **Designer's** findings, conclusions, and recommendations.

## ARTICLE 6 – BONDS AND INSURANCE

## ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

## ARTICLE 8 – OTHER WORK AT THE SITE

## ARTICLE 9 – OWNER'S AND OPT'S RESPONSIBILITIES

### 9.01 Communications to Contractor

- A. OPT issues communications to Contractor through OAR except as otherwise provided in the Contract Documents.

### 9.02 Replacement of Owner's Project Team Members

- A. Owner may replace members of the OPT at its discretion.

### 9.03 Furnish Data

- A. OPT is to furnish the data required of OPT under the Contract Documents.

### 9.04 Pay When Due

### 9.05 Lands and Easements; Reports and Tests

- A. Owner's duties with respect to providing lands and easements are described in Paragraph 5.01. OPT will make copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site available to Contractor in accordance with Paragraph 5.03.

- 9.06 Insurance
- 9.07 Modifications
- 9.08 Inspections, Tests, and Approvals
  - A. OPT's responsibility with respect to certain inspections, tests, and approvals are described in Paragraph 16.02.
- 9.09 Limitations on OPT's Responsibilities
  - A. The OPT does not supervise, direct, or have control or authority over, and is not responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or related safety precautions and programs, or for failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. OPT is not responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- 9.10 Undisclosed Hazardous Environmental Condition
  - A. OPT's responsibility for undisclosed Hazardous Environmental Conditions is described in Paragraph 5.06.
- 9.11 Compliance with Safety Program
  - A. Contractor is to inform the OPT of its safety programs and OPT is to comply with the specific applicable requirements of this program.

## **ARTICLE 10 – OAR'S AND DESIGNER'S STATUS DURING CONSTRUCTION**

- 10.01 Owner's Representative
  - A. OAR is Owner's representative. The duties and responsibilities and the limitations of authority of OAR as Owner's representative are described in the Contract Documents.
- 10.02 Visits to Site
  - A. **Designer** is to make periodic visits to the Site to observe the progress and quality of the Work. **Designer** is to determine, in general, if the Work is proceeding in accordance with the Contract Documents based on observations made during these visits. **Designer** is not required to make exhaustive or continuous inspections to check the quality or quantity of the Work. **Designer** is to inform the OPT of issues or concerns and OAR is to work with Contractor to address these issues or concerns. **Designer**'s visits and observations are subject to the limitations on **Designer**'s authority and responsibility described in Paragraphs 9.09 and 10.07.
  - B. OAR is to observe the Work to check the quality and quantity of Work, implement Owner's quality assurance program, and administer the Contract as Owner's representative as described in the Contract Documents. OAR's visits and observations are subject to the limitations on OAR's authority and responsibility described in Paragraphs 9.09 and 10.07.

### 10.03 Resident Project Representatives

- A. Resident Project Representatives assist OAR in observing the progress and quality of the Work at the Site. The limitations on Resident Project Representatives' authority and responsibility are described in Paragraphs 9.09 and 10.07.

### 10.04 Rejecting Defective Work

- A. OPT has the authority to reject Work in accordance with Article 16. OAR is to issue a Defective Work Notice to Contractor and document when Defective Work has been corrected or accepted in accordance with Article 16.

### 10.05 Shop Drawings, Modifications and Payments

- A. **Designer's** authority related to Shop Drawings and Samples are described in the Contract Documents.
- B. **Designer's** authority related to design calculations and design drawings submitted in response to a delegation of professional design services are described in Paragraph 7.15.
- C. OAR and **Designer's** authority related to Modifications is described in Article 11.
- D. OAR's authority related to Applications for Payment is described in Articles 15 and 17.

### 10.06 Decisions on Requirements of Contract Documents and Acceptability of Work

- A. OAR is to render decisions regarding non-technical or contractual / administrative requirements of the Contract Documents and will coordinate the response of the OPT to Contractor.
- B. **Designer** is to render decisions regarding the conformance of the Work to the requirements of the Contract Documents. **Designer** will render a decision to either correct the Defective Work, or accept the Work under the provisions of Paragraph 16.04, if Work does not conform to the Contract Documents. OAR will coordinate the response of the OPT to Contractor.
- C. OAR will issue a Request for a Change Proposal if a Modification is required. OAR will provide documentation for changes related to the non-technical or contractual / administrative requirements of the Contract Documents. **Designer** will provide documentation if design related changes are required.
- D. Contractor may appeal **Designer's** decision by submitting a Change Proposal if Contractor does not agree with the **Designer's** decision.

### 10.07 Limitations on OAR's and **Designer's** Authority and Responsibilities

- A. OPT is not responsible for the acts or omissions of Contractor's Team. No actions or failure to act, or decisions made in good faith to exercise or not exercise the authority or responsibility available under the Contract Documents creates a duty in contract, tort, or otherwise of the OPT to the Contractor or members of the Contractor's Team.

## ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

### ARTICLE 12 – CHANGE MANAGEMENT

#### 12.01 Requests for Change Proposal

- A. **Designer** will initiate Modifications by issuing a Request for a Change Proposal (RCP).
1. **Designer** will prepare a description of proposed Modifications.
  2. **Designer** will issue the Request for a Change Proposal form to Contractor. A number will be assigned to the Request for a Change Proposal when issued.
  3. Return a Change Proposal in accordance with Paragraph 12.02 to the **Designer** for evaluation by the OPT.

#### 12.02 Change Proposals

- A. Submit a Change Proposal (CP) to the **Designer** for Contractor initiated changes in the Contract Documents or in response to a Request for Change Proposal.
1. Use the Change Proposal form provided.
  2. Assign a number to the Change Proposal when issued.
  3. Include with the Change Proposal:
    - a. A complete description of the proposed Modification if Contractor initiated or proposed changes to the OPT's description of the proposed Modification.
    - b. The reason the Modification is requested, if not in response to a Request for a Change Proposal.
    - c. A detailed breakdown of the cost of the change if the Modification requires a change in Contract Price. The itemized breakdown is to include:
      - 1) List of materials and equipment to be installed;
      - 2) Man hours for labor by classification;
      - 3) Equipment used in construction;
      - 4) Consumable supplies, fuels, and materials;
      - 5) Royalties and patent fees;
      - 6) Bonds and insurance;
      - 7) Overhead and profit;
      - 8) Field office costs;
      - 9) Home office cost; and
      - 10) Other items of cost.
    - d. Provide the level of detail outlined in the paragraph above for each Subcontractor or Supplier actually performing the Work if Work is to be provided by a Subcontractor or Supplier. Indicate appropriate Contractor mark-ups for Work

provided through Subcontractors and Suppliers. Provide the level of detail outline in the paragraph above for self-performed Work.

- e. Submit Change Proposals that comply with Article 15 for Cost of Work.
  - f. Provide a revised schedule. Show the effect of the change on the Project Schedule and the Contract Times.
- B. Submit a Change Proposal to the **Designer** to request a Field Order.
- C. A Change Proposal is required for all substitutions or deviations from the Contract Documents.
- D. Request changes to products in accordance with Article 25.

#### 12.03 **Designer** Will Evaluate Request for Modification

- A. **Designer** will issue a Modification per Article 11 if the Change Proposal is acceptable to the Owner. **Designer** will issue a Change Order or Contract Amendment for any changes in Contract Price or Contract Times.
- 1. Change Orders and Contract Amendments will be sent to the Contractor for execution with a copy to the Owner recommending approval. A Work Change Directive may be issued if Work needs to progress before the Change Order or Contract Amendment can be authorized by the Owner.
  - 2. Work Change Directives, Change Orders, and Contract Amendments can only be approved by the Owner.
    - a. Work performed on the Change Proposal prior to receiving a Work Change Directive or approval of the Change Order or Contract Amendment is performed at the Contractor's risk.
    - b. No payment will be made for Work on Change Orders or Contract Amendments until approved by the Owner.
- B. The Contractor may be informed that the Request for a Change Proposal is not approved and construction is to proceed in accordance with the Contract Documents.

### **ARTICLE 13 – CLAIMS**

#### 13.01 Claims

#### 13.02 Claims Process

- A. Claims must be initiated by written notice. Notice must conspicuously state that it is a notice of a Claim in the subject line or first sentence. Notice must also list the date of first occurrence of the claimed event.
- B. Claims by Contractor must be in writing and delivered to the Owner, **Designer** and the OAR within 7 days:
- 1. After the start of the event giving rise to the Claim; or
  - 2. After a final decision on a Change Proposal has been made.

- C. Claims by Contractor that are not received within the time period provided by section 13.02(B) are waived. Owner may choose to deny such Claims without a formal review. Any Claims by Contractor that are not brought within 90 days following the termination of the Contract are waived and shall be automatically deemed denied.
- D. Claims by Owner must be submitted by written notice to Contractor.
- E. The responsibility to substantiate a Claim rests with the entity making the Claim. Claims must contain sufficient detail to allow the other party to fully review the Claim.
  - 1. Claims seeking an adjustment of Contract Price must include the Contractor's job cost report. Provide additional documentation as requested by OAR.
  - 2. Claims seeking an adjustment of Contract Time must include native schedule files in Primavera or MS Project digital format. Provide additional documentation as requested by OAR.
- F. Contractor must certify that the Claim is made in good faith, that the supporting data is accurate and complete, and that to the best of Contractor's knowledge and belief, the relief requested accurately reflects the full compensation to which Contractor is entitled.
- G. Claims by Contractor against Owner and Claims by Owner against Contractor, including those alleging an error or omission by **Designer** but excluding those arising under Section 7.12, shall be referred initially to **Designer** for consideration and recommendation to Owner.
- H. **Designer** may review a Claim by Contractor within 30 days of receipt of the Claim and take one or more of the following actions:
  - 1. Request additional supporting data from the party who made the Claim;
  - 2. Issue a recommendation;
  - 3. Suggest a compromise; or
  - 4. Advise the parties that **Designer** is not able to make a recommendation due to insufficient information or a conflict of interest.
- I. If the **Designer** does not take any action, the claim shall be deemed denied.
- J. The Contractor and the Owner shall seek to resolve the Claim through the exchange of information and direct negotiations. If no agreement is reached within 90 days, the Claim shall be deemed denied. The Owner and Contractor may extend the time for resolving the Claim by mutual agreement. Notify OAR of any actions taken on a Claim.
- K. Owner and Contractor may mutually agree to mediate the underlying dispute at any time after a recommendation is issued by the **Designer**.

**ARTICLE 14 – PREVAILING WAGE RATE REQUIREMENTS**

**ARTICLE 15 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK**

**ARTICLE 16 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK**

**ARTICLE 17 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD**

**ARTICLE 18 – SUSPENSION OF WORK AND TERMINATION**

**ARTICLE 19 – PROJECT MANAGEMENT**

**ARTICLE 20 – PROJECT COORDINATION**

20.01 Work Included

20.02 Document Submittal

20.03 Communication During Project

- A. The OAR is to be the first point of contact for all parties on matters concerning this Project.
- B. The **Designer** will coordinate correspondence concerning:
  - 1. Documents, including Applications for Payment.
  - 2. Clarification and interpretation of the Contract Documents.
  - 3. Contract Modifications.
  - 4. Observation of Work and testing.
  - 5. Claims.

20.04 Requests for Information

- A. Submit Request for Information (RFI) to the **Designer** to obtain additional information or clarification of the Contract Documents.
  - 1. Submit a separate RFI for each item on the form provided.
  - 2. Attach adequate information to permit a written response without further clarification. **Designer** will return requests that do not have adequate information to the Contractor for additional information. Contractor is responsible for all delays resulting from multiple document submittals due to inadequate information.
  - 3. A response will be made when adequate information is provided. Response will be made on the RFI form or in attached information.
- B. Response to an RFI is given to provide additional information, interpretation, or clarification of the requirements of the Contract Documents, and does not modify the Contract Documents.
- C. **Designer** will initiate a Request for a Change Proposal (RCP) per Article 12 if the RFI indicates that a Contract Modification is required.

## ARTICLE 21 – QUALITY MANAGEMENT

## ARTICLE 22 – FINAL RESOLUTION OF DISPUTES

## ARTICLE 23 – MINORITY/MBE/DBE PARTICIPATION POLICY

## ARTICLE 24 – DOCUMENT MANAGEMENT

## ARTICLE 25 – SHOP DRAWINGS

### 25.01 Work Included

- A. Shop Drawings are required for those products that cannot adequately be described in the Contract Documents to allow fabrication, erection, or installation of the product without additional detailed information from the Supplier.
- B. Submit Shop Drawings as required by the Contract Documents and as reasonably requested by the OPT to:
  1. Record the products incorporated into the Project for the Owner;
  2. Provide detailed information for the products proposed for the Project regarding their fabrication, installation, commissioning, and testing; and
  3. Allow the **Designer** to advise the Owner if products proposed for the Project by the Contractor conform, in general, to the design concepts of the Contract Documents.

### 25.02 Quality Assurance

### 25.03 Contractor's Responsibilities

### 25.04 Shop Drawing Requirements

- A. Provide adequate information in Shop Drawings and Samples so **Designer** can:
  1. Assist the Owner in selecting colors, textures, or other aesthetic features.
  2. Compare the proposed features of the product with the specified features and advise Owner that the product does, in general, conform to the Contract Documents.
  3. Compare the performance features of the proposed product with those specified and advise the Owner that the product does, in general, conform to the performance criteria specified in the Contract Documents.
  4. Review required certifications, guarantees, warranties, and service agreements for compliance with the Contract Documents.

- 25.05 Special Certifications and Reports
- 25.06 Warranties and Guarantees
- 25.07 Shop Drawing Submittal Procedures
- 25.08 Sample and Mockup Submittal Procedures
- 25.09 Requests for Deviation
- 25.10 **Designer** Responsibilities

- A. Shop Drawings will be received by the **Designer**. **Designer** will log the documents and review per this Article for general conformance with the Contract Documents.
  - 1. **Designer**'s review and approval will be only to determine if the products described in the Shop Drawing or Sample will, after installation or incorporation into the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
  - 2. **Designer**'s review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.
  - 3. **Designer**'s review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
- B. Comments will be made on items called to the attention of the **Designer** for review and comment. Any marks made by the **Designer** do not constitute a blanket review of the document submittal or relieve the Contractor from responsibility for errors or deviations from the Contract requirements.
  - 1. **Designer** will respond to Contractor's markups by either making markups directly in the Shop Drawings file using the color green or by attaching a Document Review Comments form with review comments.
  - 2. Shop Drawings that are reviewed will be returned with one or more of the following status designations:
    - a. Approved: Shop Drawing is found to be acceptable as submitted.
    - b. Approved as Noted: Shop Drawing is Approved so long as corrections or notations made by **Designer** are incorporated into the Show Drawing.
    - c. Not Approved: Shop Drawing or products described are not acceptable.
  - 3. Shop Drawing will also be designated for one of the following actions:
    - a. Final distribution: Shop Drawing is acceptable without further action and has been filed as a record document.
    - b. Shop Drawing not required: A Shop Drawing was not required by the Contract Documents. Resubmit the document per Article 26.

- c. Cancelled: This action indicates that for some reason, the Shop Drawing is to be removed from consideration and all efforts regarding the processing of that document are to cease.
  - d. Revise and resubmit: Shop Drawing has deviations from the Contract Documents, significant errors, or is inadequate and must be revised and resubmitted for subsequent review.
  - e. Resubmit with corrections made: Shop Drawing is "Approved as Noted," but has significant markups. Make correction and notations to provide a revised document with markup incorporated into the original document so that no markups are required.
  - f. Returned without review due to excessive deficiencies: Document does not meet the requirement of the Specifications for presentation or content to the point where continuing to review the document would be counterproductive to the review process or clearly does not meet the requirements of the Contract Documents. Revise the Shop Drawing to comply with the requirements of this Section and resubmit.
  - g. Actions a through c will close out the Shop Drawing review process and no further action is required as a Shop Drawing. Actions d through f require follow up action to close out the review process.
- 4. Drawings with a significant or substantial number of markings by the Contractor may be marked "Approved as Noted" and "Resubmit with corrections made." These drawings are to be revised to provide a clean record of the Shop Drawing. Proceed with ordering products as the documents are revised.
  - 5. Dimensions or other data that does not appear to conform to the Contract Documents will be marked as "At Variance With" (AVW) the Contract Documents or other information provided. The Contractor is to make revisions as appropriate to comply with the Contract Documents.
- C. Bring deviations to the Shop Drawings to the attention of the **Designer** for approval by using the Shop Drawing Deviation Request form. Use a single line for each requested deviation so the Status and Action for each deviation can be determined for that requested deviation. If approval or rejection of a requested deviation will impact other requested deviations, then all related deviations should be included in that requested deviation line so the status and action can be determined on the requested deviation as a whole.
  - D. Requested deviations will be reviewed as possible Modification to the Contract Documents.
    - 1. A Requested deviation will be rejected as "Not Approved" if the requested deviation is unacceptable. Contractor is to revise and resubmit the Shop Drawing with corrections for approval.
    - 2. A Field Order will be issued by the **Designer** for deviations approved by the **Designer** if the requested deviation is acceptable and if the requested deviation will not result in a change in Contract Price or Contract Times. Requested deviations from the Contract Documents may only be approved by Field Order.
    - 3. A requested deviation will be rejected if the requested deviation is acceptable but the requested deviation will or should result in a change in Contract Price or Contract Times.

Submit any requested deviation that requires a change in Contract Price or Contract Times as a Change Proposal for approval prior to resubmitting the Shop Drawing.

- E. Contractor is to resubmit the Shop Drawing until it is acceptable and marked Approved or Approved as Noted and is assigned an action per Paragraph 25.10.B that indicates that the Shop Drawing process is closed.
- F. Information that is submitted as a Shop Drawings that should be submitted as Record Data or other type of document, or is not required may be returned without review, or may be deleted. No further action is required and the Shop Drawing process for this document will be closed.

## **ARTICLE 26 – RECORD DATA**

26.01 Work Included

26.02 Quality Assurance

26.03 Contractor’s Responsibilities

26.04 Record Data Requirements

26.05 Special Certifications and Reports

26.06 Warranties and Guarantees

26.07 Record Data Submittal Procedures

26.08 **Designer**’s Responsibilities

- A. Record Data will be received by the **Designer**, logged, and provided to Owner as the Project record.
  - 1. Record Data may be reviewed to see that the information provided is adequate for the purpose intended. Record Data not meeting the requirements of Paragraph 26.02 may be rejected as unacceptable.
  - 2. Record Data is not reviewed for compliance with the Contract Documents. Comments may be returned if deviations from the Contract Documents are noted during the cursory review performed to see that the information is adequate.
  - 3. Contractor’s responsibility for full compliance with the Contract Documents is not relieved by the review of Record Data. Contract modifications can only be approved by a Modification.
- B. **Designer** may take the following action in processing Record Data:
  - 1. File Record Data as received if the cursory review indicates that the document meets the requirements of Paragraph 26.02. Document will be given the status of “Filed as Received” and no further action is required on that Record Data.
  - 2. Reject the Record Data for one of the following reasons:
    - a. The document submittal requirements of the Contract Documents indicate that the document submitted as Record Data should have been submitted as a Shop

Drawing. The Record Data will be marked “Rejected” and “Submit Shop Drawing.” No further action is required on this document as Record Data and the Record Data process will be closed. Resubmit the document as a Shop Drawing per Article 25.

- b. The cursory review indicates that the document does not meet the requirements of Paragraph 26.02. The Record Data will be marked “Rejected” and “Revise and Resubmit.” Contractor is to resubmit the Record Data until it is acceptable and marked “Filed as Received.” When Record Data is filed, no further action is required and the Record Data process will be closed.
  - c. The Record Data is not required by the Contract Documents nor is the Record Data applicable to the Project. The Record Data will be marked “Rejected” and “Cancel - Not Required.” No further action is required and the Record Data process will be closed.
- C. Contractor is to resubmit the Record Data until it is acceptable and marked “Filed as Received.”

#### **ARTICLE 27 – CONSTRUCTION PROGRESS SCHEDULE**

#### **ARTICLE 28 – VIDEO AND PHOTOGRAPHIC DOCUMENTATION**

#### **ARTICLE 29 – EXECUTION AND CLOSEOUT**

##### 29.01 Substantial Completion

- A. Notify the **Designer** that the Work or a designated portion of the Work is substantially complete per the General Conditions. Include a list of the items remaining to be completed or corrected before the Project will be considered to be complete.
- B. OPT will visit the Site to observe the Work within a reasonable time after notification is received to determine the status of the Project.
- C. **Designer** will notify the Contractor that the Work is either substantially complete or that additional Work must be performed before the Project will be considered substantially complete.
  - 1. **Designer** will notify the Contractor of items that must be completed before the Project will be considered substantially complete.
  - 2. Correct the noted deficiencies in the Work.
  - 3. Notify the **Designer** when the items of Work in the **Designer**’s notice have been completed.
  - 4. OPT will revisit the Site and repeat the process.
  - 5. **Designer** will issue a Certificate of Substantial Completion to the Contractor when the OPT considers the Project to be substantially complete. The Certificate will include a tentative list of items to be corrected before Final Payment will be recommended.
  - 6. Review the list and notify the **Designer** of any objections to items on the list within 10 days after receiving the Certificate of Substantial Completion.

## 29.02 Final Inspections

- A. Notify the **Designer** when:
  - 1. Work has been completed in compliance with the Contract Documents;
  - 2. Equipment and systems have been tested per Contract Documents and are fully operational;
  - 3. Final Operations and Maintenance Manuals have been provided to the Owner and all operator training has been completed;
  - 4. Specified spare parts and special tools have been provided; and
  - 5. Work is complete and ready for final inspection.
- B. OPT will visit the Site to determine if the Project is complete and ready for Final Payment within a reasonable time after the notice is received.
- C. **Designer** will notify the Contractor that the Project is complete or will notify the Contractor that Work is Defective.
- D. Take immediate steps to correct Defective Work. Notify the **Designer** when Defective Work has corrected. OPT will visit the Site to determine if the Project is complete and the Work is acceptable. **Designer** will notify the Contractor that the Project is complete or will notify the Contractor that Work is Defective.
- E. Submit the Request for Final Payment with the closeout documents described in Paragraph 29.06 if notified that the Project is complete and the Work is acceptable.

## ARTICLE 30 – MISCELLANEOUS

**END OF SECTION**

# **EXHIBIT E:**

# **FEDERAL REQUIREMENTS**

# FEDERAL REQUIREMENTS

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**FEDERAL REQUIREMENTS: FR-F01**

**ACCESS TO RECORDS**

Access to Records. The following access to records requirements apply to this contract:

- (1) The Contractor agrees to provide the City, the FEMA/HUD Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA/HUD Administrator or authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

*Reference:* DHS Standard Terms and Conditions, v 7.1, p. 1 (2017)

**FEDERAL REQUIREMENTS: FR-F02**

**BREACH OF CONTRACT**

Any violation or breach of terms of this Contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this Contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

City will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the Contract. City reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the City elects to terminate the Contract. The City's notice will identify a specific date by which the Contractor must correct the breach. City may proceed with termination of the Contract if the Contractor fails to correct the breach by deadline indicated in the City's notice.

The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

*Reference: 2 CFR § 200 Appendix II(A)*

**FEDERAL REQUIREMENTS: FR-F03**

**BYRD ANTI-LOBBYING AMENDMENT**

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

*Reference:* 31 U.S.C. § 1352 (as amended)

**FEDERAL REQUIREMENTS: FR-F04**

**CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT**

A. Clean Air Act.

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §7401 et seq.
- (2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA/HUD.

B. Federal Water Pollution Control Act.

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §1251 et seq.
- (2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA/HUD.

*Reference: 2 CFR § 200, Appendix II¶ (G)*

**FEDERAL REQUIREMENTS: FR-F05**

**COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS**

This is an acknowledgement that FEMA/HUD financial assistance will be used to fund the contract only. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA/HUD policies, procedures, and directives.

*Reference: FEMA/HUD requirement*

**FEDERAL REQUIREMENTS: FR-F06**

**CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

- (1) Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

*Reference: 29 CFR § 5.5(b)*

**FEDERAL REQUIREMENTS: FR-F07**

**COPELAND “ANTI-KICKBACK” ACT**

Compliance with the Copeland “Anti-Kickback” Act.

- (1) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses or instructions as may be appropriate or required, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

**FEDERAL REQUIREMENTS: FR-F08**

**DAVIS - BACON REQUIREMENTS**

The Contractor must comply with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.

The Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractors must be required to pay wages not less than once a week. See attached Prevailing Wage Determination sheet for this contract.

PREVAILING WAGE DETERMINATION

**FEDERAL REQUIREMENTS: FR-F09**

**DEBARMENT AND SUSPENSION**

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

*Reference: 2 CFR part 180, 2 CFR part 3000*

**FEDERAL REQUIREMENTS: FR-F10**

**DHS SEAL, LOGO AND FLAGS**

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

*Reference:* DHS Standard Terms and Conditions, v.7.1, p. 5 (2017)

## **FEDERAL REQUIREMENTS: FR-F11**

### **EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary

of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**FEDERAL REQUIREMENTS: FR-F12**

**NO OBLIGATION BY FEDERAL GOVERNMENT**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

*Reference:* FEMA/HUD requirement

**FEDERAL REQUIREMENTS: FR-F13**

**PROCUREMENT OF RECOVERED MATERIALS**

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired
  - (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
  - (ii) Meeting contract performance requirements; or
  - (iii) At a reasonable price.
- (2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

*Reference: 2 CFR § 200.322 and 40 CFR part 247*

**FEDERAL REQUIREMENTS: FR-F14**

**PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS RE RELATED  
ACTS**

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

*Reference:* 31 U.S.C. Chap. 38

FEDERAL REQUIREMENTS: FR-F15

RIGHT TO INVENTIONS MADE UNDER CONTRACT OR AGREEMENT

NOT APPLICABLE TO THIS CONTRACT



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:** Lockwood, Andrews & Newnam, Inc.

**P. O. BOX:** NA

**STREET ADDRESS:** 500 N. Shoreline Blvd., Suite 905 **CITY:** Corpus Christi, TX **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)
<u>N/A</u>	<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>	<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>	<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>	<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:** Stephen A. Gilbreath **Title:** Vice President  
(Type or Print)

**Signature of Certifying Person:**  **Date:** 11/3/2020

### 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.