

**CITY OF CORPUS CHRISTI
CONTRACT FOR PROFESSIONAL SERVICES**

The City of Corpus Christi, a Texas home rule municipal corporation, P.O. Box 9277, Corpus Christi, Nueces County, Texas 78469-9277 (City) acting through its duly authorized City Manager or Designee (Director of Engineering Services) and **C P & Y, Inc.**, a Texas corporation, 1820 Regal Row, Suite 200, Dallas, Dallas County, Texas 75235, (**Architect/Engineer – A/E**), hereby agree as follows:

1. SCOPE OF PROJECT

Cefe Valenzuela Landfill Disposal Cells Construction – Sectors 1B & 1C (Project No. E13035) – The design of liner plans and specifications for landfill disposal cells 1B and 1C for the Cefe Valenzuela Landfill. The construction of Cell 1B is approximately 12.5 acres and Cell 1C is approximately 7 acres.

2. SCOPE OF SERVICES

The A/E hereby agrees, at its own expense, to perform design services necessary to review and prepare plans, specifications, and bid and contract documents. In addition, A/E will provide monthly status updates (project progress or delays, gantt charts presented with monthly invoices) and provide contract administration services, as described in **Exhibit “A”**, to complete the Project. Work will not begin on Additional Services until requested by the A/E (provide breakdown of costs, schedules), **and** written authorization is provided by the Director of Engineering Services.

A/E services will be "Services for Construction Projects"- (Basic Services for Construction Projects") which are shown and are in accordance with "Professional Engineering Services-A Guide to the Selection and Negotiation Process, 1993" a joint publication of the Consulting Engineer's Council of Texas and Texas Society of Professional Engineers. For purposes of this contract, certain services listed in this publication as Additional Services will be considered as Basic Services.

3. ORDER OF SERVICES

The A/E agrees to begin work on those authorized Basic Services for this contract upon receipt of the Notice to Proceed from the Director of Engineering Services. Work will not begin on any phase or any Additional Services until requested in writing by the A/E and written authorization is provided by the Director of Engineering Services. The anticipated schedule of the preliminary phase, design phase, bid phase, and construction phase is shown on **Exhibit “A”**. This schedule is not to be inclusive of all additional time that may be required for review by the City staff and may be amended by or with the concurrence of the Director of Engineering Services.

The Director of Engineering Services may direct the A/E to undertake additional services or tasks provided that no increase in fee is required. Services or tasks requiring an increase of fee will be mutually agreed and evidenced in writing as an amendment to this contract. A/E shall notify the City of Corpus Christi within three (3) days of notice if tasks requested requires an additional fee.

4. INDEMNITY AND INSURANCE

A/E agrees to the mandatory contract indemnification and insurance requirements as set forth in **Exhibit "B"**.

5. FEE

The City will pay the A/E a fee, as described in **Exhibit "A"**, for providing services authorized, a total fee not to exceed \$623,565.00, (Six Hundred Twenty Three Thousand Five Hundred Sixty Five Dollars and Zero Cents). Monthly invoices will be submitted in accordance with **Exhibit "C"**.

6. TERMINATION OF CONTRACT

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

7. LOCAL PARTICIPATION

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

8. ASSIGNABILITY

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

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

9. OWNERSHIP OF DOCUMENTS

All documents including contract documents (plans and specifications), record drawings, contractor's field data, and submittal data will be the sole property of the City, may not be used again by the A/E without the express written consent of the Director of Engineering Services. However, the A/E may use standard details that are not specific to this project. The City agrees that any modification of the plans will be evidenced on the plans, and be signed and sealed by a professional engineer prior to re-use of modified plans.

10. DISCLOSURE OF INTEREST

A/E further agrees, in compliance with City of Corpus Christi Ordinance No. 17112, to complete, as part of this contract, the *Disclosure of Interests* form.

CITY OF CORPUS CHRISTI

Mark Van Vleck, P. E. Date
Interim Assistant City Manager
of Public Works and Utilities

RECOMMENDED

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

Lawrence Mikolajczyk Date
Director of Solid Waste

APPROVED

Office of Management Date
and Budget

APPROVED AS TO FORM

Legal Department Date

ATTEST

Armando Chapa, City Secretary

C P & Y, INC.

William E. Carroll 10/23/13

~~William R. Hindman~~ Date
Senior Vice President
1820 Regal Row, Suite 200
Dallas, TX 75235
(361) 638-0500 Office
(361) 638-3723 Fax
William E. Carroll

ENTERED *all*

OCT 22 2013

CONTRACT MANAGERS

Project No. E13035
Fund Source No. 550950-3365-00000-E13035
Fund Name: Sanitary Landfill 2008 CIP
Encumbrance No. _____



Partners for a Better Quality of Life

October 3, 2013

Mr. Dan Biles, P.E.
City Engineer
City of Corpus Christi
P.O. Box 9277
Corpus Christi, TX 78469

Re: Engineering Proposal
Design and Construction Administration, Construction Quality Assurance and Permitting Services
Cefe F. Valenzuela Landfill
Cells 1B and 1C
Project No.: E13035

Dear Mr. Biles:

CP&Y, Inc. (Consultant) is pleased to submit this proposal for Engineering Services in connection with the design, Construction Administration, Survey Construction Quality Assurance (CQA), Geotechnical CQA, and Texas Commission on Environmental Quality (TCEQ) regulatory approval for Cells 1B and 1C at the Cefe F. Valenzuela Landfill. CP&Y will use the local professional services of **Coym, Rehmet & Gutierrez Engineering** and **Kleinfelder, Inc** in conjunction with Design, Construction Administration, Survey CQA, Geotechnical CQA and regulatory approval services.

I. SERVICES TO BE PERFORMED

The Consultant hereby agrees, at his/her own expense, to perform all architectural/engineering services necessary to research, document, design and prepare plans, specifications, bid and contract documents to complete the project described as follows.

II. SCOPE OF SERVICES

The Consultant's services will include basic research, documentation and design necessary for the preparation of plans and specifications required for the construction of landfill disposal cells 1B and 1C for the Cefe Valenzuela Landfill, including support for bidding, construction, CQA, and post construction activities. The project scope will include all elements necessary to fully comply with applicable TCEQ Regulations and the Cefe Valenzuela TCEQ Permit as amended or modified unless specifically excluded. The Consultant will work closely with the City's project manager to design and phase the construction program so as to achieve construction and regulatory completion no later than 90 days prior to reaching permitted capacity in Disposal Cell 1A. The Consultant will exercise usual and customary professional care in Consultant's efforts to comply with the applicable codes and regulations of City, State, and other Federal authorities having jurisdiction including applicable fire codes, life safety codes, health regulations, Texas Department of Insurance Windstorm Protection requirements, the Americans with Disabilities Act, the Texas Department of Licensing and Regulation, Elimination of Architectural Barriers Program (Article 9102), the Texas Trench Safety Act, and the Storm Water Retention Act. The Consultant will coordinate design activities and design elements with other Consultants as directed by the City. The Consultant will work cooperatively with the City's project manager, citizens, local organizations, City staff, elected officials and others.

A. PRE-DESIGN SERVICES

Consultant will:

1. Review the Cefe F. Valenzuela TCEQ Permit as amended or modified.
2. Review existing plans, specifications, survey data, Site Development Plan (SDP) requirements and other information to be supplied by the City.
3. Update site survey controls and provide detailed topographic survey of the area identified for development of Cells 1B and 1C;
4. Conduct a field evaluation of existing conditions and requirements;

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214.638.0500 • 214.638.3723 fax
www.cpyi.com



5. Evaluate existing hydrology analysis and hydraulic study and current applicability thereof; and
6. Evaluate operational drainage control considerations.

The City Engineer has or will provide as available and applicable:

- a. Reproducible standard detail sheets;
- b. City standard specifications, standard provisions, forms, and notices;
- c. The budget for the project specifying the funds available;
- d. Record drawings and base data of the existing facilities if available;
- e. A geotechnical investigation and report of the selected site; and
- f. Available survey including topographic information, metes and bounds description, and utilities locations.

B. BASIC SERVICES

1. Design Development – Preliminary Construction Document Phase (60%) - The Consultant will:
 - a. Employ and coordinate the activities of Consultant's staff, and such consulting engineer(s) to ensure all engineering related report documents are prepared under the direct supervision of engineer(s) registered to practice in the State of Texas. Sub-Consultants (engineer(s)) shall practice engineering in the disciplines for which they will be engaged in the design of this project;
 - b. Prepare design development documents for the entire project based on the approved Cefe Valenzuela Landfill Permit to establish the scope of the project through the use of plans, sections, schedules, typical details, elevations, and outline specifications;
 - c. Produce design documents in a manner to assure their suitability for continued use in the development of bid, contract, and construction documents;
 - d. All design, bid, and construction documents will be developed with electronic format (AutoCAD R14 or higher);
 - e. Drawings will define all major elements and systems in civil, landscaping schematic, liners, leachate collection, gas management, groundwater monitoring wells and other required improvements;
 - f. Coordinate sub consultants for civil engineering, surveying, and construction phase services, and provide for the inclusion their design documents in the design - construction documents delivered to the City;
 - g. Update the estimate of probable construction cost and project schedule;
 - h. Deliver one (1) printed set and one electronic pdf set of design drawings and contract documents (Plans, Specifications, Executive Summary and a Project/Drawing Checklist) that represent 60% contract document completion to the City Engineer and meet with City staff and the City's program manager for review and approval. Drawings shall be sized to 11x17 and be printable at a standard engineering scale;
 - i. Ensure the delivered design development documents include at a minimum:
 - design development level drawings of all disciplines;
 - design narrative;
 - outline specifications;
 - project phasing plan;
 - an updated opinion of probable construction costs; and
 - site development plan, liner plan, leachate system plan, gas management plan, groundwater monitor well plan, storm water drainage and detention pond(s), groundwater control plan, and other required improvements.
2. Design – Construction Document Phase (100%) – The Consultant will:
 - a. Employ and coordinate the activities of Consultant's staff architect(s), and consulting engineer(s) to ensure all architectural and engineering related report documents are prepared under the direct supervision of and sealed by architect(s) or engineer(s) registered to practice in the State of Texas.

- b. Prepare drawings, specifications, bid, contract, construction documents based on the approved design development documents which set forth in detail the requirements, drawings, specifications, and quality levels of materials and systems necessary in the format to permit the bid, contract award, and construction of the project including establishing the limits of construction/landfilling activities, determining the intermediate drainage control requirements and hydraulic design for Cells 1B and 1C and preparation of interim drainage control system drawings;
 - c. Prepare construction drawings (plans and specifications) in City format;
 - d. Deliver two (2) copies of the 90% complete construction documents (as referenced in the 60% Design Task) and meet with the City Engineer and City staff for review and approval prior to completion of the final bid and construction documents;
 - e. The Consultant will prepare technical specifications which define the quality and installation of materials, systems, and equipment;
 - f. Deliver to the City Engineer plans, specifications manuals, bid and contract documents in a format suitable for complying with TCEQ Regulations and the Cefe Valenzuela Landfill Permit as amended or modified;
 - g. Review by the Texas Department of Licensing and Regulation (TDLR) for handicap accessibility if applicable;
 - h. Work on behalf of the City Engineer in evaluation and correction of documents to meet requirements of the TDLR if necessary;
 - i. Deliver to the City Engineer final reproducible plans, specifications, contract and bid documents in City format including printed 11x17 half size plan sheets and Contract Documents and an electronic pdf version of all documents;
 - j. Review and validate the estimate of probable construction cost and project budget as it relates to alternative construction based on the final construction documents;
 - k. Recommend alternatives, methods of bidding, and any alternate bid items that may be needed to allow the City to award the construction contract within budget;
3. **Bid Phase** – The Consultant shall complete the following as part of the bid phase services:
- a. Attend on-site(s) pre-bid conference noting inconsistencies (if any) in the bid documents;
 - b. Prepare for the City Engineer any addenda necessary to inform contractors of other revisions to the bid documents identified prior to bidding. Addenda will be prepared by Consultant and reproduced and distributed by the City Engineer;
 - c. Assist the City Engineer in securing bids, analyze bids, and make a written recommendation concerning award of the contract; and
 - d. In the event the bid received by the lowest responsible bidder exceeds the established project budget for construction, the Consultant will, at his/her expense, confer with City Engineer and make revisions as necessary and satisfactory to the City Engineer to permit the re-advertising of the project for bids.

The City Engineer has or will:

- a. Reproduce all documents and addenda to be distributed to prospective bidders;
- b. Deliver, (with the assistance of the Consultant) documents to all regulatory authorities as required for review;
- c. Advertise the project for bidding, maintain the list of prospective bidders, receive and process deposits for bid documents, issue (with the assistance of the Consultant) any addenda, prepare and supply bid tabulation forms, and conduct the bid opening;
- d. Receive the Consultant's recommendation concerning bid evaluation and award and prepare agenda memorandum for the City Council concerning contract award; and
- e. Prepare, review, and provide copies of the contract for execution by the contractor.

C. CONSTRUCTION SERVICES

1. Construction Phase – The Consultant shall complete the following tasks during the construction phase:
 - a. Attend and assist the City Engineer with a pre-construction meeting between the contractor, City Engineer, and other interested parties;
 - b. Review and check for approval, materials and other submittals customarily provided by the Contractor or required by contract documents during the course of construction by the contractor and ensure that two field copies and one record of submittal data is provided to the City Engineer (the construction contract documents will provide for the contractor to pay the cost for any approval, materials or other submittals requiring more than two (2) reviews by the Consultant). The Consultant's review or approval of Contractor's submittals such as shop drawings, product data and samples shall only be for the limited purpose of checking for general conformance with the visual design concept expressed in the contract documents. The Consultant shall not be responsible for any deviations between the shop drawings, the contract documents, and field conditions;
 - c. Provide interpretations and clarifications of the plans and specifications for the contractor and authorize minor changes which do not affect the contractor's price or the duration of the construction contract, and are not contrary to the general interest of the City under the contract;
 - d. Review and evaluate any change order proposals that may be necessary during the progress of the work including a recommendation to accept or reject;
 - e. Consult with the City Engineer and advise during construction and confer with City staff and other governmental authorities as needed;
 - f. Make necessary visits to the site(s) of the project, work in cooperation with the City Engineer and his/her representative (Project Manager) and contractor to observe the general progress and quality of work, and determine, in general, if the work is being done in accordance with the contract documents and in accordance with the quantities of work represented in current contractor requests for payment. Consultant site visits will not constitute or be confused with a resident inspection or continuous monitoring of the progress of construction. The Consultant's local engineering consultants will provide periodic site visits during the construction period (Construction Observation Services). Other sub consultants will make periodic site visits as necessary during the construction period. Additional full time observation will be provided by Kleinfelder as a portion of the Geotechnical CQA, described in detail below.
 - g. Travel in Corpus Christi, and its environs, as necessary for accomplishment of services under this contract; and
 - h. The consultant is not responsible for the contractor's means and methods of construction.

The City will:

- a. Prepare, review and approve monthly payment requests and time statements by the contractor. The Consultant shall review payment requests and recommend approval prior to submittal to the City;
 - b. Provide all engineering materials testing and laboratory services by separate contract; and
 - c. Provide field inspection of the construction on a regular basis, at City expense, to maintain a record of the progress and quality of the work.
2. Survey Construction Quality Assurance – The consultant shall complete the following tasks:

General: TCEQ regulations and the Landfill Permit require that, during landfill cell construction, the City provides survey CQA to demonstrate that the landfill liner components meet the requirements of the Permit. Surveys are required to demonstrate that the excavation does not exceed the permitted excavation depth, that the clay liner is at least 2.0 ft. thick and that a minimum 2.0 ft. thick protective cover layer is provided over the liner

system. Additionally, the survey will provide accurate earthwork pay quantities for invoicing by the Contractor. These services shall be performed by **Coym, Rehmet & Gutierrez Engineering**.

- a. Provide a pre-construction topographic survey of the construction area for calculating actual construction pay quantities.
- b. Provide a topographic survey, sealed by a Registered Professional Land Surveyor, of the prepared landfill liner subgrade following excavation activities. It is estimated this will occur in four (4) events to coordinate with the Contractor's means and methods. This survey will be used in regulatory submittal of the Soil Liner Evaluation Report (SLER) to the TCEQ for approval of the disposal area.
- c. Provide a topographic survey, sealed by a Registered Professional Land Surveyor, of the completed clay liner system. It is estimated this will occur in six (6) events to coordinate with the Contractor's means and methods. This survey will be used in regulatory submittal of the SLER to the TCEQ for approval of the disposal area.
- d. Provide a topographic survey, sealed by a Registered Professional Land Surveyor, of the top of the protective soil cover layer, placed above the geosynthetic liner system. It is estimated this will occur in one (1) event to coordinate with the Contractor's means and methods. This survey will be used in regulatory submittal of the Geosynthetic Liner Evaluation Report (GLER) to the TCEQ for approval of the disposal area.

3. **Geotechnical Construction Quality Assurance and Ballast Evaluation Report (BER)** – The consultant shall complete the following tasks:

General: TCEQ regulations and the Landfill Permit require that, during landfill cell construction, the City provides geotechnical CQA to demonstrate that the landfill liner materials meet the required material properties required in the Permit. Additionally, it is required that a qualified technician or engineer be present on site at all times when liner construction is occurring (clay liner, synthetic liner and protective cover placement). The results of all laboratory testing will be used both the SLER and GLER submittal to the TCEQ.

A Ballast Evaluation Report (BER) is required to demonstrate that the landfill has placed adequate waste in the cell to provide ballast to prevent uplift (floating) of the landfill liner on the groundwater below the site.

The geotechnical CQA Engineer of Record shall prepare and submit the SLER, GLER and BER on behalf of the City. These services shall be performed by **Kleinfelder Inc.**

- a. Observe the prepared liner subgrade and identify any unsuitable material which is not capable of supporting the clay liner system.
- b. Provide a soils technician on a full-time basis during construction of the clay liner. The field technician will conduct all field tests including moisture-density tests of the compacted clay liner and will sample the compacted clay for classification and permeability testing. The technician will maintain documentation of all test locations and results, and will make observations of the material processing and compaction operations. He will coordinate the testing with the construction operations and will report all tests results and observations to the project geotechnical engineer. The project geotechnical engineer will also make periodic visits to the job site to view the construction operations and general progress of work, and will observe the material processing, compaction and testing of the clay liner as required by TCEQ.
- c. The SLER document will be completed and submitted in triplicate to the TCEQ as soon as possible following completion of the clay liner construction and all laboratory verification testing.
- d. Upon completion of the clay liner construction, construction of the 60-mil HDPE geomembrane liner will follow. Kleinfelder will provide a technician specialist during the geomembrane construction to observe all phases of the geomembrane construction from delivery and verification of membrane thickness to the observation and

documentation of the field seaming process and pressure testing. The field technician will also view the Contractor's general installation practices in relation to his QC/QA documentation and will secure all field test specimens, which must be tested destructively in the laboratory. The field technician will also observe the leachate collection system, protective cover and ballast installation. The leachate collection system will include 1-foot drainage layer and chimney drain. The field technician will report his observations and test results to the project geotechnical engineer. Photographs will be taken to document each phase of geomembrane installation as well as the clay liner construction.

- e. Upon completion of the geomembrane construction and all other parts of the composite liner system and all related testing and inspection of the system are completed the GLER document will be prepared and submitted in triplicate to the TCEQ.
 - f. Upon completion of the waste as ballast construction, a BER document will then be prepared and submitted in triplicate to the TCEQ.
4. Record Drawings - The consultant shall review the Contractors field set of construction drawings and specifications. On the basis of "red-line" drawings and marked-up specifications provided by Contractor, and based upon known deviations, change orders, mark-ups, and changes reported by the City project inspector, the Consultant shall prepare "as-built" record drawings and specifications of the project as constructed and deliver to the City Engineer a reproducible set and electronic file (AutoCAD R14 or later) of the record drawings and a marked up set of specifications.

D. POST-CONSTRUCTION SERVICES – The Consultant shall:

1. Conduct a preliminary inspection and prepare a punch list of items for correction, repair or installation by the contractor to be delivered to the City Engineer and contractor prior to final inspection;
2. Conduct a final inspection with the City representative and contractor which shall include a familiarization walk-through with City personnel (if applicable) of mechanical and control systems, emergency procedures, and maintenance procedures;
3. Review of the following materials submitted by the contractor for completeness: operation manuals, maintenance manuals, technical information, approved submittal sheets, parts lists, manufacturer maintenance guaranties and warranties and/or other guaranties or warranties and forward the material to the City's designated representative for copying, collating, and distribution; and
4. Assist the City Engineer in completion and submittal of all certifications, inspections and other material required by TCEQ.
5. On behalf of the City Engineer, work in cooperation with the Texas Department of Licensing and Regulation on the inspection phase of the project for compliance with Article 9102 - Texas Statutes, Elimination of Architectural Barriers Program.

III. FEE FOR SERVICES –

Consultant proposes the following fees for the above described Scope of Services.

Task	Hourly Rate	Hours	Task Breakdown	Total Task Budget
Task A - Preliminary Design				\$ 26,476
Principal	\$ 225	9	\$ 2,025	
Senior Electrical Engineer	\$ 184	0	\$ -	
Project Manager	\$ 150	24	\$ 3,600	
Project Engineer	\$ 112	40	\$ 4,480	
EIT	\$ 97	20	\$ 1,940	
CAD Technician	\$ 86	0	\$ -	
Administrative	\$ 54	24	\$ 1,296	
<i>Subconsultant (CRG)</i>			\$ 10,835	
<i>Subconsultant (Kleinfelder)</i>			\$ -	
Travel and Expenses			\$ 2,300	
TOTAL HOURS		117		
Task B - 60% Design				\$ 48,542
Principal	\$ 225	22	\$ 4,950	
Senior Electrical Engineer	\$ 184	8	\$ 1,472	
Project Manager	\$ 150	40	\$ 6,000	
Project Engineer	\$ 112	54	\$ 6,048	
EIT	\$ 97	220	\$ 21,340	
CAD Technician	\$ 86	50	\$ 4,300	
Administrative	\$ 54	8	\$ 432	
<i>Subconsultant (CRG)</i>			\$ -	
<i>Subconsultant (Kleinfelder)</i>			\$ -	
Travel and Expenses			\$ 4,000	
TOTAL HOURS		402		
Task C - 100% Design				\$ 42,296
Principal	\$ 225	10	\$ 2,250	
Senior Electrical Engineer	\$ 184	8	\$ 1,472	
Project Manager	\$ 150	30	\$ 4,500	
Project Engineer	\$ 112	50	\$ 5,600	
EIT	\$ 97	186	\$ 18,042	
CAD Technician	\$ 86	50	\$ 4,300	
Administrative	\$ 54	8	\$ 432	
<i>Subconsultant (CRG)</i>			\$ 2,200	
<i>Subconsultant (Kleinfelder)</i>			\$ -	
Travel and Expenses			\$ 3,500	
TOTAL HOURS		342		

Task D - Bid Phase				\$ 6,412
Principal	\$ 225	0	\$ -	
Senior Electrical Engineer	\$ 184	2	\$ 368	
Project Manager	\$ 150	10	\$ 1,500	
Project Engineer	\$ 112	16	\$ 1,792	
EIT	\$ 97	12	\$ 1,164	
CAD Technician	\$ 86	2	\$ 172	
Administrative	\$ 54	4	\$ 216	
<i>Subconsultant (CRG)</i>			\$ -	
<i>Subconsultant (Kleinfelder)</i>			\$ -	
Travel and Expenses			\$ 1,200	
TOTAL HOURS		46		
Task E - Construction Administration				\$ 61,045
Principal	\$ 225	0	\$ -	
Senior Electrical Engineer	\$ 184	4	\$ 736	
Project Manager	\$ 150	114	\$ 17,100	
Project Engineer	\$ 112	180	\$ 20,160	
EIT	\$ 97	105	\$ 10,185	
CAD Technician	\$ 86	0	\$ -	
Administrative	\$ 54	16	\$ 864	
<i>Subconsultant (CRG)</i>			\$ -	
<i>Subconsultant (Kleinfelder)</i>			\$ -	
Travel and Expenses			\$ 12,000	
TOTAL HOURS		419		
Task F - Construction Quality Assurance & SLER/GLER/BE				\$ 430,794
Principal	\$ 225	4	\$ 900	
Senior Electrical Engineer	\$ 184	0	\$ -	
Project Manager	\$ 150	4	\$ 600	
Project Engineer	\$ 112	4	\$ 448	
EIT	\$ 97	0	\$ -	
CAD Technician	\$ 86	0	\$ -	
Administrative	\$ 54	0	\$ -	
<i>Subconsultant (CRG)</i>			\$ 110,165	
<i>Subconsultant (Kleinfelder)</i>			\$ 318,681	
Travel and Expenses			\$ -	
TOTAL HOURS		12		
Task G - Post Construction Services				\$ 8,000
Principal	\$ 225	0	\$ -	
Senior Electrical Engineer	\$ 184	0	\$ -	
Project Manager	\$ 150	12	\$ 1,800	
Project Engineer	\$ 112	12	\$ 1,344	
EIT	\$ 97	0	\$ -	
CAD Technician	\$ 86	40	\$ 3,440	
Administrative	\$ 54	4	\$ 216	
<i>Subconsultant (CRG)</i>			\$ -	
<i>Subconsultant (Kleinfelder)</i>			\$ -	
Travel and Expenses			\$ 1,200	
TOTAL HOURS		68		
Total Fee				\$ 623,565

10/3/2013
Mr. Dan Biles, P.E.
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We appreciate the opportunity to continue assisting the City of Corpus Christi with solid waste projects to ensure the Cefe F. Valenzuela Landfill provides adequate and efficient disposal capacity for the City and that it remains in regulatory compliance.

Sincerely,
CP&Y, Inc.

A handwritten signature in blue ink that reads "Frank E. Pugsley, P.E.".

Frank E. Pugsley, P.E., MOLO
Associate

EXHIBIT "B"
MANDATORY INSURANCE REQUIREMENTS & INDEMNIFICATION
FOR A/E PROFESSIONAL SERVICES/CONSULTANT SERVICES
(Revised October 2010)

- A. Consultant must not commence work under this agreement until all insurance required herein has been obtained and such insurance has been approved by the City. The Consultant must not allow any subcontractor to commence work until all similar insurance required of the subcontractor has been obtained.
- B. Consultant must furnish to the City's Risk Manager, two (2) copies of Certificates of Insurance, showing the following minimum coverages by insurance company(s) acceptable to the City's Risk Manager. The City must be named as an additional insured for all liability policies, and a blanket waiver of subrogation is required on all applicable policies.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
30-Day Written Notice of Cancellation, non-renewal or material change required on all certificates	Bodily Injury & Property Damage Per occurrence - aggregate
COMMERCIAL GENERAL LIABILITY including: 1. Broad Form 2. Premises - Operations 3. Products/ Completed Operations 4. Contractual Liability 5. Independent Contractors	\$1,000,000 COMBINED SINGLE LIMIT
AUTOMOBILE LIABILITY to included 1. Owned vehicles 2.. Hired – Non-owned vehicles	\$1,000,000 COMBINED SINGLE LIMIT
PROFESSIONAL LIABILITY including: Coverage provided shall cover all employees, officers, directors and agents 1. Errors and Omissions	\$1,000,000 per claim / \$2,000,000 aggregate (Defense costs not included in face value of the policy) If claims made policy, retro date must be prior to inception of agreement; have extended reporting period provisions and identify any limitations regarding who is an Insured
WORKERS' COMPENSATION	Which Complies with the Texas Workers Compensation Act
EMPLOYERS' LIABILITY	500,000/500,000/500,000

- C. In the event of accidents of any kind, Consultant must furnish the Risk Manager with copies of all reports within (10) ten days of accident.
- D. Consultant must obtain workers' compensation coverage through a licensed insurance company in accordance with Texas law. The contract for coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The coverage provided must be in amounts sufficient to assure that all workers' compensation obligations incurred will be promptly met.
- E. Consultant's financial integrity is of interest to the City; therefore, subject to Successful Consultant's right to maintain reasonable deductibles in such amounts as are approved by the City, Consultant shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Consultant's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A-VII.
- F. The City shall be entitled, upon request and without expense, to receive copies of the policies, declarations page and all endorsements thereto as they apply to the limits required by the City, and may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Consultant shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Consultant shall pay any costs incurred resulting from said changes. All notices under this Article shall be given to City at the following address:

City of Corpus Christi
Attn: Risk Management
P.O. Box 9277
Corpus Christi, TX 78469-9277
Fax: (361) 826-4555

- G. Consultant agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:
- i. Name the City and its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
 - ii. Provide for an endorsement that the "other insurance" clause shall not apply to the City of Corpus Christi where the City is an additional insured shown on the policy;
 - iii. Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and
 - iv. Provide thirty (30) calendar days advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.
- H. Within five (5) calendar days of a suspension, cancellation, or non-renewal of coverage, Successful Consultant shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Consultant's performance

should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.

- I. In addition to any other remedies the City may have upon Consultant's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Consultant to stop work hereunder, and/or withhold any payment(s) which become due to Consultant hereunder until Consultant demonstrates compliance with the requirements hereof.
- J. Nothing herein contained shall be construed as limiting in any way the extent to which Successful Consultant may be held responsible for payments of damages to persons or property resulting from Consultant's or its subcontractors' performance of the work covered under this agreement.
- K. It is agreed that Consultant's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of Corpus Christi for liability arising out of operations under this contract.
- L. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this contract.

INDEMNIFICATION AND HOLD HARMLESS

Consultant shall indemnify, save harmless and defend the City of Corpus Christi, and its agents, servants, and employees, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and attorneys' fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to any property, which may arise or which may be alleged to have arisen out of or in connection with the negligent performance of Consultant's services covered by this contract. The foregoing indemnity shall apply except if such injury, death or damage is caused by the sole or concurrent negligence of the City of Corpus Christi, its agents, servants, or employees or any other person indemnified hereunder.

COMPLETE PROJECT NAME
Project No. E11088
Invoice No. 12345
Invoice Date:

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



SUPPLIER NUMBER _____
TO BE ASSIGNED BY CITY
PURCHASING DIVISION

CITY OF CORPUS CHRISTI DISCLOSURE OF INTEREST

City of Corpus Christi Ordinance 17112, as amended, requires all persons or firms seeking to do business with the City to provide the following information. Every question must be answered. If the question is not applicable, answer with "NA". See reverse side for Filing Requirements, Certifications and definitions.

COMPANY NAME: C P & Y, INC.

P. O. BOX: _____

STREET ADDRESS: 1820 REGAL ROW, CITY: DALLAS ZIP: 75235
SUITE 200

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

DISCLOSURE QUESTIONS

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

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

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

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

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

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

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

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

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

FILING REQUIREMENTS

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

CERTIFICATION

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

Certifying Person: William E. Carroll
~~WILLIAM R. HINDMAN~~ Title: SENIOR VICE PRESIDENT
(Type or Print)

Signature of Certifying Person: William E. Carroll Date: 10/23/13

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.