

**AGREEMENT  
For  
Professional Services**

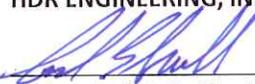
This AGREEMENT is between the City of Corpus Christi, Texas, a Texas home-rule municipal corporation, "CITY", acting through its duly authorized City Manager or designee, and **HDR ENGINEERING, INC.**, acting through its duly authorized representative who is **Carl E. Crull, P.E., Vice President** (CONSULTANT), which agree as follows:

1. **DECLARATIONS:** "CITY" desires to engage "CONSULTANT" to provide services in connection with City's project, described as follows: **Street Maintenance Fee Data Base Assistance** "Project".
2. **SCOPE OF WORK.** "CONSULTANT" shall provide services for the PROJECT in accordance with the accompanying Letter, Scope of Services, and Fee attached as "Exhibit A".
3. **FEE.** The "CITY" agrees to pay the "CONSULTANT" for services provided in accordance with Exhibit "A", Scope of Services, and Fee under this AGREEMENT, a total fee not to exceed \$202,500.00 .
4. **INDEMNIFICATION AND HOLD HARMLESS.** The consultant agrees to indemnify, save harmless, and defend the City of Corpus Christi, and its agents, servants, and employees as more fully set forth in Exhibit "B".
5. **INVOICE.** "CONSULTANT" shall submit invoices for the PROJECT in accordance with the accompanying Sample attached as "Exhibit C". "CONSULTANT" will submit monthly invoice statements for services rendered. "CITY" will make prompt monthly payments in response to "CONSULTANT" monthly estimates.

**CITY OF CORPUS CHRISTI**

\_\_\_\_\_  
Oscar R. Martinez (Date)  
Assistant City Manager

**HDR ENGINEERING, INC.**

  
\_\_\_\_\_  
Carl E. Crull, P.E., Vice President (Date) *3/29/13*  
555 N. Carancahua, Suite 1600  
Corpus Christi, TX 78401  
(361) 696-3300 Office  
(361) 696-3385 Fax

**ATTEST:**

\_\_\_\_\_  
Armando Chapa, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Operating Department (Date)

\_\_\_\_\_  
Legal Department (Date)

Project Number: \_\_\_\_\_

Funding Source: \_\_\_\_\_

Encumbrance Number: \_\_\_\_\_

March 28, 2013

P81746

Mr. Oscar Martinez  
Assistant City Manager  
City of Corpus Christi  
P.O. Box 9277  
Corpus Christi, Texas 78469

Re: Street Maintenance Fee Data Base Assistance (Second Amended Proposal)

Dear Mr. Martinez:

HDR Engineering is pleased to continue its assistance in the development of the data base associated with the Street Maintenance Fee. Under the current proposed fee calculation, commercial businesses would be assigned a trip factor of 4.6 which is the median of the ITE trip factors for commercial uses and industrial businesses would be assigned a trip factor of 0.48. Based on conversations with City staff, HDR's assistance is needed to further assign trip factors specific to the land use for the commercial and industrial property categories. The existing data bases of the City and Nueces County Appraisal District do not assign specific land uses, only general categories of 'commercial' or 'industrial'. Some properties may be incorrectly assigned the commercial or industrial code. In order to assign trip factors specific to the use, it will be necessary to visually review the properties in the field and assign a land use code within the data base. It is estimated that there are 18,000 lines within the data base to be evaluated. Many properties will have multiple lines.

HDR's scope and fee for services related to enhancing the City data base to include specific land uses is outlined below as well as the City's responsibilities.

**Scope of Services:**

HDR will

- Provide temporary staff to field review the properties currently classified as 'commercial' or 'industrial' in the city provided data base and assign a land use code from the Trip Factor Index list (enclosed).
- HDR will coordinate with City staff development of the survey form, said form to include information identifying criteria against which trip factor was determined. Data collected will include visible business name(s), vacant/occupied status, structural notes such as demolished building, etc.
- In the event the assignment of a trip factor code by field personnel is in question, a digital picture of the business will be taken. HDR office staff in consultation with City staff will review the digital picture and assign a trip factor code for that business.

- Enter the Trip Factor codes collected by field personnel into the City's Street Maintenance Fee Excel data base as directed by City staff.
- HDR will not perform any service associated with water meter verification.
- Provide management and oversight of the field data collection and data entry.

City will

- Provide four city employees to assist in the field review of properties currently classified as 'commercial' or 'industrial' in the City provided data base and assign a land use code. City will be responsible for providing transportation and equipment for these personnel.
- Provide the data base sorted by zip code, street name and street number.
- Assist in providing training for field personnel.

**Time of Completion:** The estimated time of completion for tasks covered under this contract is 30 days. Should it appear that the time of completion will be exceeded, HDR will notify the City and mutually agreed adjustment made.

**Estimated Fee:** This agreement initially authorizes a maximum fee **NOT TO EXCEED \$202,500.00** for services from authorization for a period of 30 days. HDR will not incur expenses beyond the maximum amount authorized without prior authorization and amendment of this agreement. The table below presents the HDR staff classifications that are anticipated to be involved with this project and their hourly rate. They will be supported by other HDR staff as needed. HDR will invoice for other employees at direct salary times a multiplier of 3.5. Direct expenses such as mileage, supplies, and equipment will be billed at cost plus 15%.

<b>EMPLOYEE CLASSIFICATION</b>	<b>HOURLY RATE</b>
Field Data Collector (Temporary Staff)	\$35.00
Data Entry (Administrative Assistant)	\$80.75
Project Management	\$295.00
QA/QC and Project Controls	\$95.00

If this agreement and terms and conditions are acceptable, please prepare the necessary Agreement for Professional Services for City Council Approval. The City' Council's approval of the Agreement will constitute a Notice to Proceed with the work.

Mr. Oscar Martinez  
March 28, 2013  
Page 3

Should you need additional information regarding this proposal, please contact Mr. Crull at 361-696-3326 at your convenience.

Sincerely,

HDR ENGINEERING, INC.



Carl E. Crull, P.E.  
Vice President

cc: Valerie Gray, City Director of Storm Water and Street Operations

**Exhibit B**  
**Mandatory Requirements**  
**(Revised November, 2005)**

**INDEMNIFICATION AND HOLD HARMLESS**

**For non-professional services, Consultant agrees to 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 attorney 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 work covered by this contract. For professional services, Consultant agrees to 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 attorney 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, to the extent caused or alleged to have been caused by the Consultant's negligent acts, errors or omissions in the performance of professional services under 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.**

**EXHIBIT "B"**  
**Page 1 of 1**

**COMPLETE PROJECT NAME**  
**Project No. XXXX**  
**Invoice No. 12345**  
**Invoice Date:**

	Contract	Amd No. 1	Amd No. 2	Contract	Amount Invoiced	Previous Invoice	Total Invoice	Percent Complete
<b>Basic Services:</b>								
Preliminary Phase	\$1,000	\$0	\$0	\$1,000	\$0	\$1,000	\$1,000	100%
Design Phase	2,000	1,000	0	3,000	1,000	500	1,500	50%
Bid Phase	500	0	250	750	0	0	0	0%
Construction Phase	2,500	0	1,000	3,500	0	0	0	0%
Subtotal Basic Services	\$6,000	\$1,000	\$1,250	\$8,250	\$750	\$1,500	\$2,500	30%
<b>Additional Services:</b>								
Permitting	\$2,000	\$0	\$0	\$2,000	\$500	\$0	\$500	25%
Warranty Phase	0	1,120	0	1,120	0	0	0	0%
Inspection	0	0	1,627	1,627	0	0	0	0%
Platting Survey	TBD	TBD	TBD	TBD	TBD	TBD	TBD	0%
O & M Manuals	TBD	TBD	TBD	TBD	TBD	TBD	TBD	0%
SCADA	TBD	TBD	TBD	TBD	TBD	TBD	TBD	0%
Subtotal Additional Services	\$2,000	\$1,120	\$1,627	\$4,747	\$500	\$0	\$500	11%
<b>Summary of Fees</b>								
Basic Services Fees	\$6,000	\$1,000	\$1,250	\$8,250	\$750	\$1,500	\$2,500	30%
Additional Services Fees	2,000	1,120	1,627	4,747	500	0	500	11%
<b>Total of Fees</b>	\$8,000	\$2,120	\$2,877	\$12,997	\$1,250	\$1,500	\$3,000	23%



# CERTIFICATE OF LIABILITY INSURANCE

6/1/2013

DATE (MM/DD/YYYY)  
10/30/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies, LLC-1 Kansas City 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	
	PHONE (A/C, No. Ext):	FAX (A/C, No):
INSURED 1013472 HDR ENGINEERING, INC. 8404 INDIAN HILLS DRIVE OMAHA NE 68114-4049	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Hartford Fire Insurance Company	
	INSURER B: St. Paul Fire and Marine Insurance Company	
	INSURER C: Sentinel Insurance Company, Ltd.	
	INSURER D: Zurich American Insurance Company	
INSURER E:		
INSURER F:		

COVERAGES HDRIN01 SA CERTIFICATE NUMBER: 12051254 REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC	Y	Y	37CSEQU0950	6/1/2012	6/1/2013	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A A A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	37CSEQU0951 (AOS) 37CSEQU0952 (HI) 37MCPQU1160 (MA)	6/1/2012 6/1/2012 6/1/2012	6/1/2013 6/1/2013 6/1/2013	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
							BODILY INJURY (Per person)	\$ XXXXXXXX
							BODILY INJURY (Per accident)	\$ XXXXXXXX
							PROPERTY DAMAGE (Per accident)	\$ XXXXXXXX
								\$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 0	N	N	ZUP-10R64084-12-NF (EXCLUDES PROF. LIAB)	6/1/2012	6/1/2013	EACH OCCURRENCE	\$ 1,000,000
							AGGREGATE	\$ 1,000,000
								\$ XXXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	91WEOH1000	7/1/2012	7/1/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
D	ARCHS & ENGS PROFESSIONAL LIABILITY	N	N	EOC9260026-05	6/1/2012	6/1/2013	PBR CLAIM: \$1,000,000. AGG: \$1,000,000.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
RE: ENGINEERING SERVICES - THE CITY OF CORPUS CHRISTI IS NAMED AS ADDITIONAL INSURED ON GENERAL LIABILITY AND AUTO ON A PRIMARY, NON-CONTRIBUTORY BASIS, AS PER WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES WHERE ALLOWABLE BY LAW.

**CERTIFICATE HOLDER****CANCELLATION**

12051254

CITY OF CORPUS CHRISTI  
CONTRACT ADMINISTRATOR  
ATTN: DEPARTMENT OF ENGINEERING SERVICES  
P.O. BOX 9277  
CORPUS CHRISTI TX 78469-9277

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



City of  
Corpus  
Christi

SUPPLIER NUMBER  
TO BE ASSIGNED BY CITY  
PURCHASING DIVISION

## CITY OF CORPUS CHRISTI DISCLOSURE OF INTEREST

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

COMPANY NAME: HDR Engineering, Inc.

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

STREET ADDRESS: 555 N. Carancahua, Suite 1650 CITY: Corpus Christi ZIP: 78478

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

### DISCLOSURE QUESTIONS

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

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

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

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

Name	Title
N/A	
_____	_____
_____	_____
_____	_____

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

Name	Board, Commission or Committee
N/A	
_____	_____
_____	_____
_____	_____

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

Name	Consultant
N/A	
_____	_____
_____	_____
_____	_____

### FILING REQUIREMENTS

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

### CERTIFICATION

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

Certifying Person: Carl E. Crull, P. E. Title: Vice President  
(Type or Print)

Signature of Certifying  
Person:



Date:

1/9/13

### 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.