

CITY OF CORPUS CHRISTI
AMENDMENT No. 1 to
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 **HDR ENGINEERING, INC.**, a Texas corporation 555 N. Carancahua Ste. 1600, Corpus Christi, Nueces, Texas, 78401, (**Architect/Engineer – A/E**), hereby agree as follows:

1. SCOPE OF PROJECT

Ocean Drive Park Improvements – Swantner Park (Project No. E14049) –

Swantner Park's waterfront is protected by a stepped seawall approximately 2,110 feet long. The poor visual condition of the seawall prompted the City to perform an engineering field investigation to determine the condition of the structure. The seawall is experiencing severe spalling and deterioration of the surface along with the sidewalk behind the seawall collapsing. HDR Engineering, Inc. of Corpus Christi, Texas was selected for this project as a result of RFQ No. 2012-03 Bond Issue 2012 and CIP Projects, dated August 31, 2012.

The seawall sections are comprised of 40' long panels spanning between a continuous sheet pile bulkhead on the waterside and timber pilings at the landside. The field investigation included structural inspection of these panels, inspection of the soil conditions behind the concrete panels and steps, repair recommendations, and an engineer's opinion of probable cost for the recommended repairs.

Each of the panels investigated showed considerable voids below the seawall. A gap between adjacent panels and sheet pile was observed which indicates areas of instability and structural failure allowing for the loss of support material creating the sub-base voids. Sub-base support material is migrating from under the seawall because water is able to freely pass through the joints between the concrete panels causing the erosion. These voids caused the settlement of the sidewalk. In order to stop material from being lost underneath the seawall, the following has been recommended:

The panel joints will be sealed to stop material from migrating out from between the joints of the panels and sheet pile.

The existing sidewalk behind the seawall will be removed in order to replace the material lost and a new sidewalk will be installed.

Based upon the measurements taken during the field investigation, the volumes of voids behind the panels were estimated and will be used for the procurement of the repairs.

The recommended final design will identify the least expensive remedy to repair the current system and prepare the construction documents necessary to competitively procure the work.

Based on the field investigation, the engineer's opinion of probable cost for the subsurface and sidewalk repairs is \$1,112,000. These repairs will not correct the surface decline of the steps but will extend the useful structural life of the seawall.

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 Capital Programs.

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 Capital Programs. 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 Capital Programs 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 \$113,900.00, (in Numbers), One Hundred Thirteen Thousand Dollars (in Words) for a total amount not to exceed \$150,900.00 (in Numbers), One Hundred Fifty Thousand Nine Hundred Dollars (in Words). 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

HDR ENGINEERING, INC.

J.H. Edmonds, P.E. Date
Director Capital Programs

Arthur B. Colwell, P.E. Date
Vice President
555 N. Carancahua, Suite 1600
Corpus Christi, TX 78401-0850
(361) 696-3300 Office
(361) 696-3385 Fax

RECOMMENDED

E. Jay Ellington Date
Director of Parks and Recreation

APPROVED

Office of Management Date
and Budget

APPROVED AS TO LEGAL FORM

Assistant City Attorney Date

ATTEST

Rebecca Huerta, City Secretary

Ocean Drive Park Improvements (Project No. E14049)

Fund Name	Accounting Unit	Account No.	Activity No	Amount
Parks and Rec Bond 2012	3293-027	550950	E14049013293EXP	\$113,900.00
Total				\$113,900.00

Encumbrance No. _____



July 10, 2015
July 24, 2015 rev. 01
July 28, 2015 rev. 02

P107969

Mr. John Maggiore, PE
Project Director
City of Corpus Christi Capital Programs
P.O. Box 9277
Corpus Christi, TX 78469

RE: PROPOSAL FOR ENGINEERING SERVICES – SWANTNER PARK FINAL DESIGN

Dear Mr. Maggiore:

Thank you for giving us the opportunity to submit a proposal associated with the next phase of the work required for Swantner Park.

BACKGROUND

Through a request by the City of Corpus Christi (City), HDR Engineering, Inc. (HDR) performed an investigation of the condition of the existing stepped seawall at Swantner Park. HDR performed the investigation and submitted an Engineering Letter Report (ELR) on June 5, 2015. The document outlined the condition of the structure and provided potential repair options (including opinions of probable project costs) for rehabilitation. Based on that information, the City requested this proposal for the final design services required for the void filling below the seawall and replacement of the existing sidewalk adjacent to the seawall.

PROPOSED PROJECT APPROACH

As requested in an email from you, dated June 29, 2015, HDR will design repairs based on Option 3: Subsurface and Sidewalk Repairs of the ELR. Option 3 includes:

1. Seal the joints of the existing concrete sheet piles to stop material from migrating into the bay;
2. Removal of the existing sidewalk;
3. Installation of fill material below the existing seawall;
4. Replace the existing sidewalk

SCOPE OF SERVICES

In order to provide the services requested, we propose to perform the scope of services as generally listed below and outlined in more detail in Attachment A:

hdrinc.com

- **Task 1: Initiation and Controls** – Provide project management, reporting, scheduling, and quality control services for the tasks listed below.
- **Task 2: Data Collection** – Review existing ground conditions of the affected area as well as surrounding site. We will sub-contract with a local surveyor to provide a topographic survey of the area. The City will contract with a local geotechnical firm to provide sampling and testing services for the parameters required for the design of the sidewalk. HDR will coordinate with the geotechnical firm to discuss locations, depths, and required design parameters.
- **Task 3: Final Design** – Identify and select materials to fill voids below the existing seawall and design the sidewalk to replace the existing.
- **Task 4: Preparation of Construction Documents** – Prepare drawings and technical specifications sufficient for bidding and construction of the work necessary for the work. We will sub-contract with a local cost estimating firm to provide opinions of cost at each submittal.
- **Task 5: Bid Phase Services** – Solicit potential bidders, participate in a pre-bid meeting, provide assistance in responding to bidder's questions, provide addendum assistance, attend the bid opening, prepare the bid tabulation, and provide a letter of recommendation for the selected bidder.

PROJECT SCHEDULE

Below is a preliminary schedule of permitting, design, bidding, and construction.

ACTIVITY	DAY COUNT*	CUMULATIVE DAY COUNT*
NTP from CITY	0	0
Begin Project	10	10
60% Submittal	70	80
60% CITY Review	15	95
90% Submittal	40	135
90% CITY Review	15	150
Final Submittal	30	180

*Business Days

PROJECT FEES

In order to accomplish the work generally described above and in more detail in the Scope of Services (Attachment A), HDR proposes to provide services on a Lump Sum Basis for a fee of **\$113,900**. We will provide these services in accordance with the City's standard contract for A/E Professional Services. A summary of fees is shown in the table below:

Task 1: Initiation / Controls ¹	\$ 15,125
Task 2: Data Collection	\$ 2,625
Task 3: Final Design	\$ 18,000
Task 4: Preparation of Construction Documents	\$ 67,250
Task 5: Bid Phase Services	\$ 8,425
Sub consultants+15% Markup	<u>\$ 2,475</u>
Total	\$ 113,900

¹Includes project management

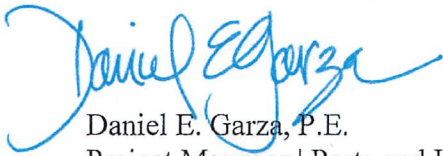
Any work outside the Scope will be done, with authorization from you, via a formal Scope Change Document, in accordance with an agreed-to lump sum fee. This proposal is valid for 45 days from the date of this document.

Invoicing will be submitted on a monthly basis and a monthly status report will be included to provide a status update regarding completed progress.

Thank you again for asking us to continue to help. We look forward to continuing our working relationship with you and your staff on this project. If you have any questions or require additional information, please do not hesitate to contact me at 361-696-3347.

Sincerely,

HDR ENGINEERING, INC.



Daniel E. Garza, P.E.
Project Manager | Ports and Harbors



Arthur B. Colwell, P.E.
Vice President
Managing Principal

Enclosures:

- Attachment A – Scope of Services
- Attachment B – Man hour Breakdown
- Attachment C – Subconsultant Agreement

Attachment A – Scope of Services

I. Initiation and Controls (Task 1)

This work will involve general project management duties such as status reporting, scheduling of manpower and project deliverables, staff assignments, internal coordination meetings, deliverables and quality control (QC) based on HDR's pre-established QC program. HDR will prepare meeting notes, conferences and conference calls pertaining to HDR's design efforts.

II. Data Gathering (Task 2)

1. **Site Visits.** HDR will visit the site to observe landside features and to update previously submitted information to generally reflect existing conditions to assist in preparation of the design drawings.
2. **Coordination with Surveyor.** HDR will sub-contract with Naismith Marine Services, Inc. to collect necessary topographic and hydrographic data for use in identifying and locating existing features and developing the site plan for the project.
3. **Coordination with Geotechnical Firm.** HDR will coordinate with Rock Engineering & Testing Laboratory, Inc. (RETL) to collect and test necessary soil samples to provide appropriate design parameters for the design of the sidewalk. The City will contract directly with RETL.

III. Final Design (Task 3)

1. **Design of Void Filling.** HDR will identify and select materials to fill the voids below the existing seawall. These repairs will include the sealing of open vertical joints of the existing concrete sheet piles below the front wall cap which runs along the length of the seawall.
2. **Design of Replacement Sidewalk.** HDR will design the sidewalk which will replace the existing deteriorated sidewalk. It is expected the existing sidewalk will be removed to create a pathway for the placement of the fill material as void filler below the existing seawall. The sidewalk will be integrated into the existing site, including the interface with the existing parking and grassy areas.

IV. Preparation of Construction Documents (Task 4)

1. **Plans.** HDR will prepare a single set of signed and sealed design drawings sufficient for construction of the work. The expected drawing package will include the following sheets:

- | | |
|--------------------------------------|--|
| 1) Cover Sheet | 11) Typical Sections 1 |
| 2) General Notes and Legend | 12) Typical Sections 2 |
| 3) Existing Site and Demolition Plan | 13) Typical Sections 3 |
| 4) Existing Sections and Details 1 | 14) Typical Details 1 |
| 5) Existing Sections and Details 2 | 15) Typical Details 2 |
| 6) Overall Site Plan | 16) Typical Details 3 |
| 7) Enlarged Plan 1 | 17) Miscellaneous Sections and Details 1 |
| 8) Enlarged Plan 2 | 18) Miscellaneous Sections and Details 2 |
| 9) Enlarged Plan 3 | 19) Miscellaneous Sections and Details 3 |
| 10) Enlarged Plan 4 | |

2. **Specifications.** HDR will prepare specifications including:

- a. Part T - Technical Specifications

City staff will provide the City's standard specifications; standard detail sheets, standard and special provisions, and forms for required contract documents. In addition, the City staff will provide the budget for the Project specifying the funds available for the construction contract.

b. Opinion of Probable Construction Cost

Opinions of probable project cost will be made on the basis of HDR's experience and qualifications and represent our judgment as an experienced and qualified professional generally familiar with the industry. However, since HDR has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, HDR cannot and does not guarantee that proposals, bids, or actual project cost will not vary from opinions of probable costs submitted. If the City wishes greater assurance as to probable costs consideration should be given to retaining an independent cost estimator.

3. **Meetings.** HDR will participate in three pre-submittal review meetings (prior to 60%, 90%, and Final) and two (60% and 90%) formal review meetings with City staff prior to completion of the plans and specifications.

V. **Bid Phase Services (Task 5)**

For the Bid Phase the HDR will provide the following services:

1. **Solicitation of Potential Bidders.** HDR will assist City staff in identifying and soliciting potential bidders to provide an opportunity for contractors to participate in the bidding of this construction project.
2. **Bidder Questions.** HDR will address questions that may arise during the bidding process. The fee for this task assumes ten questions.
3. **Pre-Bid Meeting.** HDR will participate in one pre-bid meeting with City staff and interested parties held at City Hall. HDR will be available to answer questions and clarify issues that may come up based on the drawings and specifications.
4. **Addenda.** HDR will assist the City with the preparation of technical addenda or other revisions necessary to inform contractors of approved changes prior to bidding. The fee for this task assumes four addendums.
5. **Bid Opening and Bid Tabulation.** HDR will be present at the bid opening to assist City staff during the process of collecting bids to identify the potential low bidder. Following the bid opening, HDR will tabulate bids based on the bid opening information provided by City staff.
6. **Letter of Recommendation.** HDR will present a letter of recommendation to the City for the selection of the Contractor.

Deliverables:

The following table summarizes the deliverable provided to the City as a result of this service:

List of Engineering Submittals	
Submittal	Remarks
60% Submittal Documents	One electronic copy (in PDF format via email) of the drawings, specification table of contents, and opinion of probable construction costs (OPCC) at the 60% completion stage, The purpose of this submittal is to allow the City to perform a review of the work and prepare for the 60% review meeting.
90% (Pre-Final) Documents	One electronic copy (in PDF format via email) of the drawings, specifications, and OPCC at the Pre-final stage. The drawings and specifications (including City-provided front end documents) will be complete. The OPCC will be in the format of the Bid Tabulation broken down into Base Bid and Additive Bid Items. The purpose of this submittal is to allow the City to perform a final internal review of the work before finalizing the contract documents and to prepare for the 100% review meeting.
Issued-for-Bid (Final) Documents	One 22"x34" (or 11"x17") unbound set of hard copy drawings, 8½"x11" unbound set of technical specifications and front-end documents, and bid form of the ISSUED FOR BIDS set, suitable for reproduction.
Bid Phase Contract Items	One electronic copy (in PDF format via email) of contract addenda and/or responses to questions required during the bidding phase. One electronic copy (in PDF and XLSX format via email) of the bid tabulation form.



PROJECT PROPOSAL SUMMARY

Client Point of Contact: Mr. John Maggiore, PE
Client Organization: COCC
Project Name: COCC_Swantner Park Final Design
Project Manager (HDR): DEG
Proposal Number: P107969

A. Task Description	HDR Task Code	Labor (\$)	Expenses / Reimbursables (\$)		Phase Subtotals (\$)
			In-House	Outside with markup @ 15%	
1 Initiation / Controls	01	\$5,000	\$ -	\$ -	\$ 5,000
2 Data Collection	02	\$2,617	\$ -	\$ -	\$ 2,617
3 Final Design	03	\$17,979	\$ -	\$ 29	\$ 18,008
4 Preparation of Construction Docs	04	\$67,119	\$ -	\$ 115	\$ 67,234
5 Bid Phase Services	05	\$8,426	\$ -	\$ -	\$ 8,426
6 -	-	\$0	\$ -	\$ -	\$ -
7 -	-	\$0	\$ -	\$ -	\$ -
8 -	-	\$0	\$ -	\$ -	\$ -
Services Subtotal ----->					\$ 101,285

B. Project Contingency: 10% -----> \$ 10,128

C. Subconsultants

		Sub Fee	15% Management Fee	
1 Naismith Marine Services	\$	2,150.00	\$ 322.50	\$ 2,473
2 -	\$	-	\$ -	\$ -
3 -	\$	-	\$ -	\$ -
4 -	\$	-	\$ -	\$ -
5 -	\$	-	\$ -	\$ -
Subconsultants Subtotal ----->				\$ 2,473

GRAND TOTAL (PROJECT) (A+B+C)

\$ 113,886

EXHIBIT "A"
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Client Name: Mr. John Maggiore, PE
Client Organization: COCC
Project Name: COCC_Swantner Park Final Design
Project Manager: DEG
Proposal Number: P107969

MANHOUR BREAKDOWN

PHASE		Professional Staff																Prof Staff (Addtl/Duplicate Roles)						Para-Professional Staff												
		EI	EII	EIII	EIV	EV	EVI	EVII	EVIII	Prntc	Env. Sc.	Pr.	Proj.	Biol.	Env. Biol.	Sr.	EBio	Env. Mgr.	Prog. Dir.	Sr. MC	Prntc MC	EV	TI	Role	Role	Role	Role	Role	RO	ASS	DI	DII	DIII	TI	TII	TIII
	BASIC SERVICES	\$114	\$124	\$140	\$155	\$171	\$191	\$212	\$233	\$253	\$274	\$134	\$155	\$176	\$196	\$295	\$0	\$0	\$0	\$0	\$0	\$171	\$98	\$0	\$0	\$0	\$0	\$0	\$83	\$85	\$0	\$0	\$98	\$111	\$124	\$137
B1	01 Initiation / Controls	-	-	3	-	21	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	5	-	-	-	-	-	-	-	-	1	-	1	-	
B2	02 Data Collection	-	-	10	-	3	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4	-	2	-		
B3	03 Final Design	-	-	72	-	36	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	8	-	-	-	-	-	-	-	-	-	-	-	-		
B4	04 Preparation of Construction Docs	-	-	150	-	65	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	20	32	-	-	-	-	-	-	-	256	-	12	-		
B5	05 Bid Phase Services	-	-	35	-	15	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4	1	-	-	-	-	-	-	-	-	-	-	-		
B6	--	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
B7	--	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
B8	--	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Resource Initials		ADH				DEG				NKG LAS										ESL DRJ																

Total Hrs

32
19
116
535
55
-
-
-

TOTALS:

Hours
Efficiency (%)
As Work Days
As Work Weeks

-	-	270	-	140	-	-	-	-	-	-	-	-	-	-	-	-	-	-	33	38	-	-	-	-	-	-	-	-	261	-	15	-
100%	50%	25%																	25%	10%									50%	10%		
-	-	68	-	70	-	-	-	-	-	-	-	-	-	-	-	-	-	-	17	48	-	-	-	-	-	-	-	-	65	-	19	-
-	-	14	-	14	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3	10	-	-	-	-	-	-	-	-	13	-	4	-

757

Project Labor Cost

A1	01 Initiation / Controls	-	-	419	-	3581	-	-	-	-	-	-	-	-	-	-	-	-	-	171	490	-	-	-	-	-	-	-	-	98	-	124	-
A2	02 Data Collection	-	-	1395	-	512	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	392	-	248	-	
A3	03 Final Design	-	-	10044	-	6138	-	-	-	-	-	-	-	-	-	-	-	-	-	1368	-	-	-	-	-	-	-	-	-	-	-	-	
A4	04 Preparation of Construction Docs	-	-	20925	-	11083	-	-	-	-	-	-	-	-	-	-	-	-	-	3420	3136	-	-	-	-	-	-	-	-	25088	-	1488	-
A5	05 Bid Phase Services	-	-	4883	-	2558	-	-	-	-	-	-	-	-	-	-	-	-	-	684	98	-	-	-	-	-	-	-	-	-	-	-	-
A6	--	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
A7	--	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
A8	--	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Per Staff Category		-	-	37665	-	23870	-	-	-	-	-	-	-	-	-	-	-	-	-	5643	3724	-	-	-	-	-	-	-	-	25578	-	1860	-

Per Phase

4882
2547
17550
65140
8222
-
-
-

Naismith Marine Services, Inc.
3765 South Alameda, Suite 205
Corpus Christi, Texas 78411
(361) 945-0248 www.naismithmarine.com



July 6, 2015

HDR, Inc.
Topographic Survey of the
Shoreline of Swantner Park, Corpus Christi, TX

Scope of Work

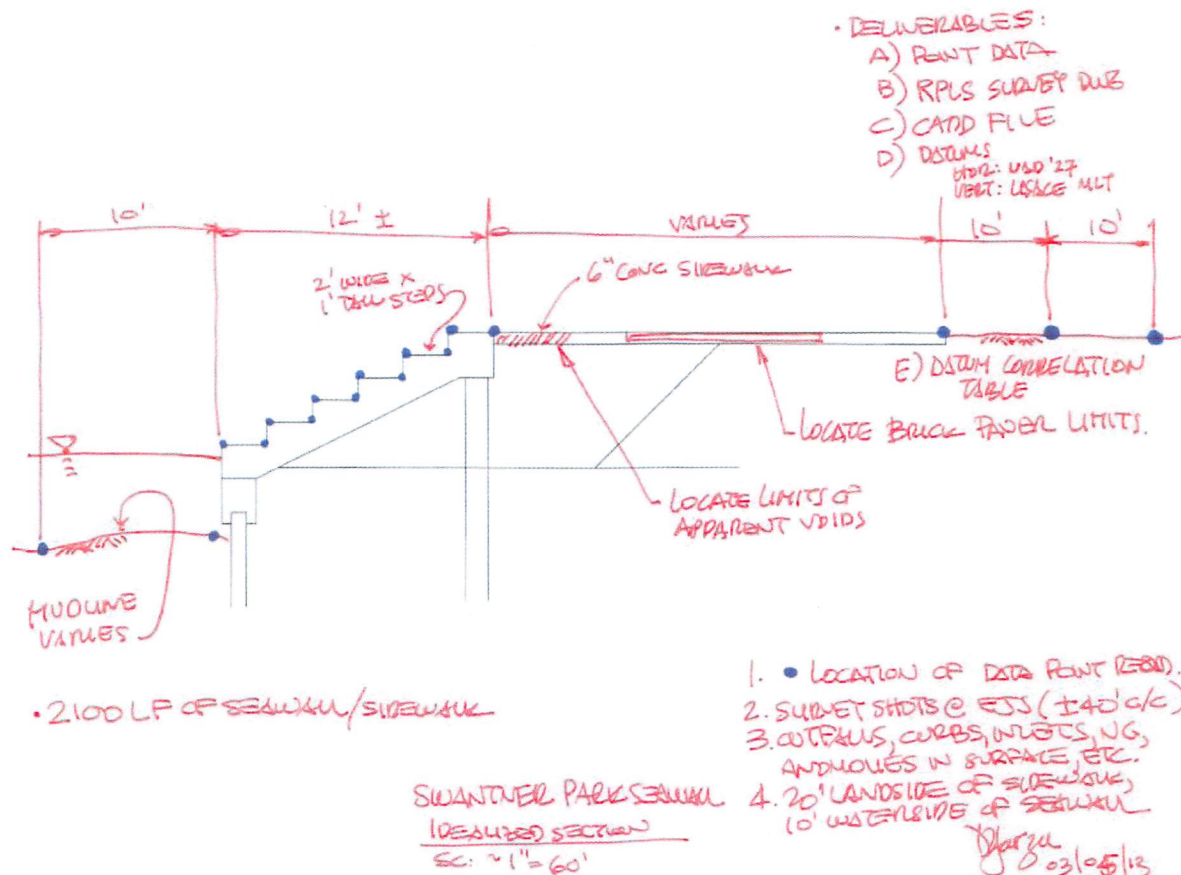
The following scope of work includes surveys necessary for design:

- Transects at joints spaced approximately 40' throughout the survey area.
- Shots located as detailed in below sketch.
- All outfalls, curbs, inlets, and surface anomalies will be tied in.
- Limits are from 20' landward of sidewalk to 10' into Corpus Christi Bay
- Recover and/or set survey control

A detailed scope and cost estimate are included on the following pages:



Survey Area Transects (Image from HDR)



Shot detail (Image from HDR)

Survey Methodology

Topographic/Wading Survey

GPS-RTK will be utilized for the upland and wading portion of this survey. The upland/wading survey will extend from the inland edge of the existing sidewalk to wading depths.

Survey Control

Horizontal control will be obtained using GPS-RTK and conventional methods where appropriate. Vertical control will be verified using GPS-RTK, static methods, and/or conventional leveling. All checks are completed using published NOAA-NGS control points. Control points used may be updated depending on access and physical condition.

Horizontal Datum for this project – NAD 27 (North American Datum of 1927)

Projection – Texas South Zone, US Survey feet.

Vertical Datum – USACE MLT (1.0 MLT = 0.0 NAVD88)

Equipment

GPS-RTK – Hemisphere S320 or Trimble R8

Offshore Positioning – Hemisphere, Trimble DGPS, or GPS RTK

Echo Sounder – Knudsen, ODOM CVM, or equivalent

Heave compensator - GPS RTK or TSS DMS3-05

Conventional Survey equipment as required

Deliverables

The deliverables include:

- Deliverable shall include point files, field notes, and AutoCAD file. The AutoCAD survey file shall include all survey points.

Quality Control

Horizontal and Vertical Control points will be checked against published NGS control points and/or GPS

Static observations on control points (Typically OPUS). The data will be plotted and contoured to highlight poor RTK solutions or point data.

ATTACHMENT C
PAGE 3 OF 4

Cost Estimate

Field Task	Time	Cost per day	Estimated Cost
Recover and Verify survey control	½ day	\$ 1,750	n/c
Topographic Survey of approx. 52 transects along the shoreline	1 day	1,750	1,750
Sub-total Field	1 day		1,750
Office Task	Time	Unit Cost	Cost
Process topographic data, produce AutoCAD sketch and deliverables	1/2 day	800	400
Sub-total Office	1 day		400
Total Estimate			\$ 2,150

Estimated time to completion is **14 days** from notice to proceed. The above will be billed on a lump sum basis. Weather rates are not proposed on this project as it will be scheduled on an acceptable forecast. Naismith Marine Services will coordinate with the client on any scope changes. All changes need to be approved in advance of additional work being started.

Thank you for the opportunity to propose these services.



James M. Naismith, RPLS, LSLs

ATTACHMENT C
PAGE 4 OF 4

Ocean Drive Park Improvements - Swanter Park
Project No. E14049
BOND ISSUE 2012
SUMMARY OF FEES

		Original Contract	Amend No. 1	Total
Basic Services Fees				
1	Preliminary Phase	\$37,000.00	\$0.00	\$37,000.00
2	Design Phase	\$0.00	\$103,000.00	\$103,000.00
3	Bid Phase	\$0.00	\$8,425.00	\$8,425.00
4	Construction Administration Phase	\$0.00	\$0.00	\$0.00
Subtotal Basic Services Fees		\$37,000.00	\$111,425.00	\$148,425.00
Additional Services Fees (Allowance)				
1	P permit Preparation	\$0.00	\$0.00	\$0.00
2	ROW Acquisition Survey	\$0.00	\$0.00	\$0.00
3	Topographic Survey and Parcel Descriptions	\$0.00	\$2,475.00	\$2,475.00
4	Environmental Issues	\$0.00	\$0.00	\$0.00
5	Public Involvement	\$0.00	\$0.00	\$0.00
6	Subsurface Utility Investigation	\$0.00	\$0.00	\$0.00
7	Construction Observation Services	\$0.00	\$0.00	\$0.00
8	Start-up Services	\$0.00	\$0.00	\$0.00
9	Warranty Phase	\$0.00	\$0.00	\$0.00
Subtotal Additional Services Fees		\$0.00	\$2,475.00	\$2,475.00
Total Authorized Fee		\$37,000.00	\$113,900.00	\$150,900.00
		Admin Approval Dec. 8, 2015		

EXHIBIT B

INSURANCE REQUIREMENTS & INDEMNIFICATION

I. CONSULTANT'S LIABILITY INSURANCE

- A. Consultant must not commence work under this contract 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.
- B. Consultant must furnish to the Director of Capital Programs with the signed agreement two (2) copies of Certificates of Insurance 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 Certificate of Insurance. Project name and/or number must be listed in Description Box of Certificate of Insurance.**

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
30-day advance written notice of cancellation, non-renewal, material change or termination required on all certificates and policies.	Bodily Injury and Property Damage 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	\$1,000,000 Combined Single Limit
PROFESSIONAL LIABILITY (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 insured.
WORKERS'S COMPENSATION (All States Endorsement if Company is not domiciled in Texas)	Statutory
Employer's Liability	\$500,000/\$500,000/\$500,000

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

II. ADDITIONAL REQUIREMENTS

- A. Applicable for paid employees, Consultant must obtain workers' compensation coverage through a licensed insurance company. The coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The workers' compensation coverage provided must be in an amount sufficient to assure that all workers' compensation obligations incurred by the Consultant will be promptly met. An All States Endorsement shall be required if Consultant is not domiciled in the State of Texas.
- B. 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.
- C. Consultant shall be required to submit a copy of the replacement Certificate of Insurance to City at the address provided below within 10 days of any change made by the Consultant or as requested by the City. Consultant shall pay any costs incurred resulting from said changes. All notices under this Exhibit shall be given to City at the following address:

City of Corpus Christi
Attn: Director of Capital Programs
P.O. Box 9277
Corpus Christi, TX 78469-9277

- D. **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:**
- List the City and its officers, officials, employees, and volunteers, as additional insureds by endorsement with regard to operations, completed operations, and activities of or on behalf of the named insured performed under contract with the City, with the exception of the workers' compensation policy;
 - 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;
 - Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and
 - Provide thirty (30) calendar days advance written notice directly to City of any, cancellation, non-renewal, material change or termination in coverage and not less than ten (10) calendar days advance written notice for nonpayment of premium.
- E. Within five (5) calendar days of a cancellation, non-renewal, material change or termination 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.
- F. 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.

- G. 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 contract.
- H. 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.
- I. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this contract.

INDEMNIFICATION

Consultant shall fully indemnify, hold harmless, and defend the City of Corpus Christi and its officials, officers, agents, employees, volunteers, directors and representatives ("Indemnitee") from and against any and all claims, damages, liabilities or costs, including reasonable attorney fees and defense costs, caused by or resulting 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 of Corpus Christi or its employees, to the extent of such negligence.

Consultant must, at City's option, defend Indemnitee and with counsel satisfactory to the City Attorney.

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.

COMPLETE PROJECT NAME

Project No. XXXX

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	\$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%
Additional Services:								
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%
Summary of Fees								
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%
Total of Fees	\$8,000	\$2,120	\$2,877	\$12,997	\$1,250	\$1,500	\$3,000	23%



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 1600 CITY: Corpus Christi ZIP: 78401

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

DISCLOSURE QUESTIONS

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

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

Name N/A

Job Title and City Department (if known)

_____	_____
_____	_____
_____	_____

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 N/A

Title

_____	_____
_____	_____
_____	_____

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 N/A

Board, Commission or Committee

_____	_____
_____	_____
_____	_____

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

Name N/A

Consultant

_____	_____
_____	_____
_____	_____

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: Arthur B. Colwell, P. E.

(Type or Print)

Title: Vice President

Signature of Certifying
Person:

Arthur B. Colwell

Date:

4-7-15

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.