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 <a href="https://exas.psy.doi.org/10.1007/j.csp.nc.2007/j.

Small A/E Contract	Administrative Approval	November 24, 2014	\$11,500.00
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SCOPE OF PROJECT

Ocean Drive Park Improvements – Cole Park (Project No. E14050) – The scope of this project includes improvements and repairs to Cole Park. Improvements include completion of shoreline stabilization from Bond 2008 and other general improvements.

SCOPE OF SERVICES

The Consultant hereby agrees to perform services to complete the Project, as detailed in **Exhibit "A"**. In addition, Consultant will provide monthly status updates (project progress or delays 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 Consultant (provide breakdown of costs, schedules), **and** written authorization is provided by the Director of Engineering Services.

1. ORDER OF SERVICES

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

2. FEE

The City will pay the Consultant a fee as described in **Exhibit "A"** for providing services authorized, a total fee not to exceed \$120,000.00 for a total revised fee of \$131,500.00. Monthly invoices will be submitted in accordance with **Exhibit "B"**.

The City's Project Manager from the Operating Department is responsible for assigning tasks to the Consultant and approving their daily/weekly/monthly hours. The Consultant is required to submit a detailed and approved hourly breakdown with their monthly invoice paperwork to the City for payment.

5. INDEMNITY

Consultant shall fully indemnify and hold harmless the City of Corpus Christi and its officials, officers, agents, employees, or other entity, excluding the engineer or architect or that person's agent, employee or subconsultant, over which the City exercises control ("Indemnitee") from and against any and all claims, damages, liabilities or costs, including reasonable attorney fees and court costs, to the extent that the damage is caused by or results from an act of negligence, intentional tort, intellectual property infringement or failure to pay a subcontractor or supplier committed by Consultant or its agent, Consultant under contract or another entity over which Consultant exercises control while in the exercise of rights or performance of the duties under this agreement. This indemnification does not apply to any liability resulting from the negligent acts or omissions of the City or its employees, to the extent of such negligence.

Consultant shall defend Indemnitee, with counsel satisfactory to the City Attorney, from and against any and all claims, damages, liabilities or costs, including reasonable attorney fees and court costs, if the claim is not based wholly or partly on the negligence of, fault of or breach of contract by Indemnitee. If a claim is based wholly or partly on the negligence of, fault of or breach of contract by Indemnitee, the Consultant shall reimburse the City's reasonable attorney's fees in proportion to the Consultant's liability.

Consultant must advise City in writing within 24 hours of any claim or demand against City or Consultant known to Consultant related to or arising out of Consultant's activities under this Agreement.

6. INSURANCE

- 6.1 Consultant must not commence work under this agreement until all required insurance has been obtained and such insurance has been approved by the City. Consultant must not allow any subcontractor to commence work until all similar insurance required of any subcontractor has been obtained.
- 6.2 Consultant must furnish to the Director of Engineering Services <u>with the signed</u> <u>agreement</u> 2 copies of Certificates of Insurance (COI) with applicable policy endorsements

showing the following minimum coverage by an insurance company(s) acceptable to the City's Risk Manager. The City must be listed as an additional insured on the General liability and Auto Liability policies, and a waiver of subrogation is required on all applicable policies. Endorsements must be provided with COI. Project name and or number must be listed in Description Box of COI.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
30-written day notice of cancellation,	Bodily Injury and Property Damage
required on all certificates or by	Per occurrence - aggregate
applicable policy endorsements	
Commercial General Liability including:	\$1,000,000 Per Occurrence
1. Commercial Broad Form	\$2,000,000 Aggregate
2. Premises – Operations	
3. Products/ Completed Operations	
4. Contractual Liability	
5. Independent Contractors	
6. Personal Injury- Advertising Injury	
AUTO LIABILITY (including)	\$1,000,000 Combined Single Limit
1. Owned	\$1,000,000 Combined Single Limit
2. Hired and Non-Owned	
3. Rented/Leased	
PROFESSIONAL LIABILITY	\$1,000,000 Per Claim
(Errors and Omissions)	\$2,000,000 Aggregate
	(Defense costs shall be outside policy
	limits)
	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' COMPENSATION	Statutory
(All States Endorsement if Company is not	
domiciled in Texas)	
Employer's Liability	\$500,000 /\$500,000 /\$500,000

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

- 6.4 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.
- 6.5 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. Consultant is required to provide City with renewal Certificates.
- 6.6 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 the requested change. Consultant shall pay any costs incurred resulting from said changes. All notices under this Article shall be given to City at the following address:

City of Corpus Christi Attn: Engineering Services P.O. Box 9277 Corpus Christi, TX 78469-9277

- 6.7 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:
 - 6.7.1 List the City and its officers, officials, employees and elected representatives as additional insured by endorsement, as respects operations, completed operation and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation policy and professional liability/Errors & Omissions policy;
 - 6.7.2 Provide for an endorsement that the "other insurance" clause shall not apply to the City of Corpus Christi where the City is an additional insured shown on the policy;
 - 6.7.3 Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and
 - 6.7.4 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.
- 6.8 Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Consultant shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Consultant's performance should there be a lapse in coverage at any time during this contract. Failure to provide and

to maintain the required insurance shall constitute a material breach of this contract.

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

7. TERMINATION OF CONTRACT

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

8. 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.

9. ASSIGNABILITY

The Consultant 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 Consultant staff. If the Consultant 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 Consultant fee may be assigned in advance of receipt by the Consultant without written consent of the City.

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

10. 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 Consultant without the express written consent of the Director of Engineering Services. However, the Consultant 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.

11. STANDARD OF CARE

Services provided by Consultant under this Agreement shall be performed with the professional skill and care ordinarily provided by competent engineers or architects practicing in the same or similar locality and under the same or similar circumstances and professional license; and performed as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.

12. DISCLOSURE OF INTEREST

Consultant agrees to comply with City of Corpus Christi Ordinance No. 17112 and complete the *Disclosure of Interests* form as part of this contract.

13. CERTIFICATE OF INTERESTED PARTIES

Consultant agrees to comply with Texas Government Code section 2252.908 and complete Form 1295 Certificate of Interested Parties as part of this contract, if required. For more information, please review the information on the Texas Ethics Commission website at https://www.ethics.state.tx.us.

14. CONFLICT OF INTEREST

Consultant agrees to comply with Chapter 176 of the Texas Local Government Code and file Form CIQ with the City Secretary's Office, if required. For more information and to determine if you need to file a Form CIQ, please review the information on the City Secretary's website at http://www.cctexas.com/government/city-secretary/conflict-disclosure/index.

15. ENTIRE AGREEMENT AND CONTROLLING LAW

This Agreement represents the entire and integrated Agreement between City and Consultant and supersedes all prior negotiations, representations or agreements, either oral or written. This Agreement may be amended only by written instrument signed by both the City and Consultant. This Agreement is governed by the laws of the State of Texas without regard to its conflicts of laws. Venue for legal proceedings lies exclusively in Nueces County, Texas.

16. CONFLICT RESOLUTION BETWEEN DOCUMENTS

Consultant hereby agrees and acknowledges if anything contained in the Consultant-prepared **Exhibit A**, Consultant's Scope of Services, or contained in any other document prepared by Consultant and included herein, is in conflict with this Agreement, this Agreement shall take precedence and control to resolve said conflict.

CITY OF CORPUS CHRIST	I
J. H. Edmonds, P.E. Director of Engineering Serv	Date rices
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Jay Ellington Director of Parks and Recre	Date ation
APPROVED AS TO LEGAL	FORM
Legal Department	Date
APPROVED	
Office of Management and Budget	Date
ATTEST	
Rebecca Huerta City Secretary	Date

HDR ENGINEERING, INC.

Arthur B. Colwell, P.E.

Date

Vice President

555 N. Carancahua, Suite 1600 Corpus Christi, Texas 78401

(361) 696-3300 Office arthur.colwell@hdrinc.com

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Fund Name	Accounting Unit	Account No.	Activity No.	Account Category	Amount
Parks and Rec Bond 2012	3293-141	550950	E14050013293EXP	50950	\$120,000.00
Total					\$120,000.00



December 21, 2015

P107487 (rev. 1)

Mr. Shane Torno, PE City of Corpus Christi – Capital Programs P.O. Box 9277 Corpus Christi, TX 78469-9277

RE: PROPOSAL FOR PHASE 2 ENGINEERING SERVICES FOR OCEAN DRIVE PARK IMPROVEMENTS (E14050) AT COLE PARK, CORPUS CHRISTI, TEXAS

Dear Mr. Torno:

Thank you for giving us the opportunity to submit a proposal to the City of Corpus Christi (City) associated with the improvements to the shoreline protection system at Cole Park as part of the above referenced project.

BACKGROUND

Under the previous scope of work for Phase 1 of this project, HDR performed surveying and a condition assessment of the existing shoreline and slopes along the seawall. A summary of the work performed and a recommendation of priority areas for shoreline stabilization was provided to the City in a Data Collection Memorandum dated May 21, 2015. Based on the Phase 1 recommendations, the City requested a proposal to provide Phase 2 engineering design services. In particular, the City requested the design be performed for the entire project shoreline, and that the drawings and contract documents be prepared to allow the project to be phased with a Base Bid to address the most critical erosion areas and Additive Items for the remaining areas. Bidding Phase and Construction Administration services are also included within this scope of work.

Scope of Work - Phase 2

In order to provide the services requested, we propose to perform the Phase 2 scope of work as described below:

- Task 1: Engineering & Design Identify design criteria, perform wave numerical modeling to establish design conditions, and design a shoreline protection system (revetment) for approximately 1,650 ft of shoreline at Cole Park.
- Task 2: Preparation of Construction Documents Prepare drawings and technical specifications sufficient for bidding and construction of the work necessary for the project. Develop Base Bid (Sections E and part of C, as defined in Data Collection Memorandum) and Additive Bid items in consideration of project budget and critical erosion areas described in the Phase 1 Data Collection Memorandum. Submittals to

hdrinc.com

555 N. Carancahua, Suite 1600, Corpus Christi, TX 78401 T 361.696.3300 f 361.696.3385 Texas Registered Engineering Firm F-754 the City will be provided for Preliminary (60% and 90%) Design and Final (signed and sealed) Design. HDR will also develop opinions of Construction cost at each submittal. HDR will participate in review meetings with City Staff after providing the 60% and 90% submittals.

- Task 3: 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, evaluate the bids, check references, prepare the
 bid tabulation, and provide a letter of recommendation to the City for selecting a bidder.
- Task 4: Construction Phase Services Participate in a pre-construction meeting with the City and selected contractor and perform general construction administration during the anticipated contract time (sixteen (16) weeks from the Notice to Proceed). Work will include communicating with the contractor as the City's representative; reviewing and processing contractor's submittals and payment requisitions; respond to Requests for Information; prepare Change Orders, and produce record drawings. Up to twelve (12) site visits (2 site visits per week during anticipated 6 week construction period) will be made as well as substantial completion and final reviews of the project to help determine project acceptance. Documentation of construction site visits will consist of a site visit report with photographs following each site visit and upon project completion.

PROJECT SCHEDULE

Below is our assumed timeframe for completing design and construction document development. Bidding Phase and Construction Phase services will occur per the City's bidding, solicitation, and construction process. Should the project duration extend beyond the schedule, additional fee may be required.

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 \$120,000. It is our understanding that currently the City and HDR are reviewing contract terms and conditions under which these services would be provided. HDR requests review and agreement to these terms and conditions prior to initiation of work. A summary of fees is shown in the table below:

	Total	\$ 120,000
Task 4: Construction Phase Services		\$ 32,000
Task 3: Bid Phase Services		\$ 9,400
Task 2: Preparation of Construction Documents		\$ 52,700
Task 1: Engineering & Design		\$ 25,900

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 361-696-3352.

Sincerely,

HDR ENGINEERING, INC.

M. Cameron Perry, P.E. Coastal Program Leader

Arthur B. Colwell, P.E.

Managing Principal/Vice President

Colwell

Enclosures:

Attachment A - Scope of Services

Manhour Estimate

P107487

Attachment A - Scope of Services

I. Engineering & Design (Task 1)

- 1. **Kick-off Meeting & Site Visits.** HDR will attend a project kick-off meeting/site visit with the City to review the project goals, existing infrastructure issues, and other project considerations prior to initiating design services.
- 2. **Develop Design Criteria/ Wave Numerical Modeling.** Based on input from the City on project goals and budget, HDR will establish engineering design criteria and structure parameters. This includes determination of final hydrodynamic conditions such as design water levels and design wave height/period.
- 3. **Engineering Design.** HDR will perform detailed engineering design and analyses for the proposed shoreline protection using generally accepted coastal engineering methods and practices.

II. Preparation of Construction Documents (Task 2)

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

Cover Sheet
 General Notes and Legend

- 3) Existing Site and Demolition Plan
- 4) Existing Sections and Details 1
- 5) Existing Sections and Details 2
- 6) Overall Site Plan
- 7) Enlarged Plan 1

- 8) Enlarged Plan 2
- 9) Enlarged Plan 3
- 10) Enlarged Plan 4
- 11) Typical Sections 1
- 12) Typical Sections 2
- 13) Typical Details 1
- 14) Typical Details 2
- 2. Specifications. HDR will prepare specifications including:
 - a. Part T Technical Specifications

City staff will provide the City's standard specifications, including 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 two (60% and 90%) design progress meetings with City staff prior to completion of the final plans and specifications.

III. Bid Phase Services (Task 3)

For the Bid Phase HDR will provide the following services:

- 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 up to ten questions.
- 3. **Pre-Bid Meeting.** HDR will participate in one pre-bid meeting at City Hall with City staff and interested parties. 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 up to four addenda.
- 5. **Bid Opening, Evaluation, and Bid Tabulation.** HDR will be present at the bid opening to assist City staff during the process of collecting bids to identify the apparent low bidder. Following the bid opening, HDR will evaluate the bids, check reference and tabulate bids based on the bid opening information provided by City staff.
- Letter of Recommendation. HDR will present a letter of recommendation to the City for the selection of the Contractor.

IV. Construction Phase Services (Task 4)

For the Construction Phase HDR will provide the following services:

- 1. **Pre-Construction Meeting.** HDR will participate in the pre-construction meeting at City Hall with the selected Contractor and City Staff. Meeting minutes will be prepared.
- 2. Construction Administration. HDR will perform general construction administration services during the anticipated 16 week contract period (from Notice to Proceed). Services will include review of Contractor submittals and materials tests; review of initial, interim, and final topographic surveys (performed by contractor surveyor); providing interpretations and clarifications of the contract documents; responding to Requests for Information; and preparing Change Orders.
- Construction Observations. HDR will perform up to twelve (12) site visits (2 site visits per week during anticipated 6 week construction period) in order to observe the general progress and quality of work, and to determine, in general, if the work is being done in accordance with the contract documents.
- 4. **Project Compliance: Substantial and Final Completion Services.** HDR will perform Substantial Completion and Final inspections with City staff and provide the City with a Certificate of Substantial Completion.
- **5. Red-Line Drawings.** HDR will prepare Project record drawings and provide a reproducible set and electronic file within two (2) months of final acceptance of the project.

Deliverables:

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

	List of Engineering Submittals							
Submittal	Remarks							
60% (Preliminary) Design 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% design 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) Design Documents	One electronic copy (in PDF format via email) of the drawings, specifications, and OPCC at the Pre-final design 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 design before finalizing the contract documents, and to prepare for the 90% (Pre-Final) review meeting.							
Issued-for-Bid (Final) Design Documents	One 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. Meeting minutes will also be provided. One electronic copy (in PDF and XLSX format via email) of the bid tabulation form.							
Construction Phase Items	One electronic copy (in PDF) of RFI's, Change Orders, and site visit reports documenting work progress and photographs of project site							
Red-line Drawings	One 11"x17" unbound set of hard copy drawings and electronic CADD drawing (AutoCAD r.14 or later) using dwg format in AutoCAD, and graphics data will be in dxf format with each layer being provided in a separate file. Attribute data will be provided in ASCII format in tabular form. All electronic data will be compatible with the City GIS system.							

Reproduction costs for additional hard copies of the submittals are not included.

City of Corpus Christi RFQ No. 2012-03 Bond Issue 2012 and CIP Projects Proposition 4: Parks and Recreation Improvements Phase 2 - E14050: Ocean Drive Park Improvements (Cole Park)

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PROJECT NAME Project No. EXXXXX Invoice No. 12345 Invoice Date:

				Total	Amount	Previous	Total	Percent
Basic Services:	Contract	Amd No. 1	Amd No. 2	Contract	Invoiced	Invoice	Invoice	Complete
Preliminary Phase	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0%
Design Phase	0	0	0	0	\$0	0	0	0%
Bid Phase	0	0	0	0	0	0	0	0%
Report Phase	0	0	0	0	0	0	0	0%
Construction Phase	0	0	0	0	0	0	0	0%
Subtotal Basic Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0%
Additional Services:								
Permitting	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0%
Warranty Phase	0	0	0	0	0	0	0	0%
Inspection	0	0	, 0	0	0	0	0	0%
Platting Survey	0	0	0	0	0	0	0	0%
Reporting	0	0	0	0	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	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0%
Summary of Fees								
Basic Services Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0%
Additional Services Fees	0	0	0	0	0	0	0	0%
Total of Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0%

Exhibit "B" Page 1 of 1



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.

DRE	20									
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	55:	555 N.	Carancahua,	Ste 1	600	CIT	Y:	Corpus Christi	ZIP:	78401
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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.

Signature of Certifying Person:

DEFINITIONS

- "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.
- Any person employed by the City of Corpus Christi, Texas either on a full or part-time c. "Employee." 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.
- 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."
- "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.

EXHIBIT "C" Page 2 of 2