

CITY OF CORPUS CHRISTI ENGINEERING DESIGN CONTRACT

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 **Lockwood, Andrews & Newnam, Inc.**, a Texas corporation, 500 N. Shoreline Blvd., Suite 905, Garland, Nueces County, Texas 78401, (**Consultant**), hereby agree as follows:

1. SCOPE OF PROJECT

Ayers Street Pedestrian Improvements and Turn Lane Addition (SPID to Gollihar) (Project No. E15106) - This project will add pedestrian routes and ramps built to comply with Americans with Disabilities Act Standards to Ayers Street from SPID to Gollihar. Turn lanes will be included at the intersections of Ayers with Mansheim and Sunnybrook. Additional work will include storm drainage enhancements, pavement markings and minor utility work.

2. 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"** and **Exhibit "A-1"**, 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.

3. 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.

4. FEE

The City will pay the Consultant a fee as described in **Exhibit "A"** for providing services authorized, a total fee not to exceed **\$513,625.00**. Monthly invoices will be submitted in accordance with **Exhibit "B"**.

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 ("Indemnatee") from and against any and all claims, damages, liabilities or costs, including reasonable attorney fees and court costs, to the extent that the damage is caused by or results from an act of negligence, intentional tort, intellectual property infringement or failure to pay a subcontractor or supplier committed by Consultant or its agent, Consultant under contract or another entity over which Consultant exercises control while in the exercise of rights or performance of the duties under this agreement. This indemnification does not apply to any liability resulting from the negligent acts or omissions of the City or its employees, to the extent of such negligence.

Consultant shall defend Indemnatee, 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 Indemnatee. If a claim is based wholly or partly on the negligence of, fault of or breach of contract by Indemnatee, 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

Consultant agrees to comply with the insurance requirements in Exhibit C.

7. TERMINATION OF CONTRACT

The City may terminate this contract for convenience upon seven days written notice to the Consultant at the address of record. The City may terminate this agreement for cause upon ten days written notice to the Consultant. If Consultant begins, within three days of receipt of such notice, to correct its failure and proceeds to diligently cure such failure within the ten days, the agreement will not terminate.

In the event of termination, 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, inspection reports 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

For contracts that exceed \$50,000, Consultant agrees to comply with Texas Government Code section 2252.908 and complete Form 1295 Certificate of Interested Parties as part of this agreement.

Form 1295 requires disclosure of "interested parties" with respect to entities that enter contracts with cities. These interested parties include:

- (1) persons with a "controlling interest" in the entity, which includes:
 - a. an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock or otherwise that exceeds 10 percent;
 - b. membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or
 - c. service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.
- (2) a person who actively participates in facilitating a contract or negotiating the terms of a contract with a governmental entity or state agency, including a broker, intermediary, adviser or attorney for the business entity.

Form 1295 must be electronically filed with the Texas Ethics Commission at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. The form must then be printed, signed, notarized and filed with the City. For more information, please review the Texas Ethics Commission Rules at <https://www.ethics.state.tx.us/legal/ch46.html>.

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 CHRISTI

J. H. Edmonds, P.E. Date
Director of Engineering Services

RECOMMENDED

Operating Department Date

APPROVED AS TO LEGAL FORM

Legal Department Date

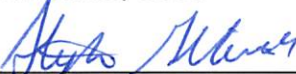
APPROVED

Office of Management Date
and Budget

ATTEST

Rebecca Huerta Date
City Secretary

**LOCKWOOD, ANDREWS &
NEWNAM, INC.**



Steven A. Gilbreath, P.E. Date
Associate
500 N. Shoreline Blvd., Suite 905
Corpus Christi, Texas 78401
(361) 882-2257 Office

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| Project No. <u>E15106</u> Accounting Unit: <u>3551-051</u> Account: <u>550950</u> Activity: <u>E15106013551EXP</u> Account Category: <u>50950</u> <i>4-4-16</i> Fund Name: <u>Street CIP BOND 2014</u> Encumbrance No. _____ |
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EXHIBIT "A"
CITY OF CORPUS CHRISTI, TEXAS

**AYERS STREET – PEDESTRIAN IMPROVEMENTS AND TURN LANE ADDITION
(SPID TO GOLLIHAR)
PROJECT NO. E15106
BOND 2014 PROPOSITION 2**

I. SCOPE OF SERVICES

As authorized and directed by the City, the A/E has prepared a scoping document for this project under a separate contract. That document, known as the "Design Criteria Memorandum" (DCM) served to better define the scope-of-work anticipated for the project. The DCM included an Executive Summary; a description of the Project and its Purpose; Planning & Design Criteria; a summary of Existing Conditions; Recommendations for Design; and an Opinion of Probable Construction Costs.

The recommendations for design that were outlined in the DCM included widening of Ayers on the west side of the street in order to meet the minimum requirements approved by the Bond 2014 voters and the Capital Improvement Program.

In addition, the DCM included three optional alternatives for east side safety improvements. The scope-of-work described below includes the west side widening and one of the east side safety improvement options in the Basic Services section.

A. BASIC SERVICES

1. **Preliminary Phase.** The Architect/Engineer-A/E (also referred to as Consultant) will:
 - a) Participate in Project Kick-off Meeting; and will prepare meeting agenda and distribute meeting minutes to attendees within five working days of the meeting.
 - b) Develop preliminary requirements for utility relocations replacements or upgrades. Coordinate with the City's Project Manager and identify operating departments' potential project needs. Identify electric and communication utility companies and private pipeline companies that may have existing facilities and which must be relocated to accommodate the proposed improvements.
 - c) Pavement design based upon cross sections developed in the DCM and the results of geotechnical investigation (see additional services section).
 - d) Develop a drainage area boundary map for drainage areas impacting the project.
 - e) Conduct a hydrologic and hydraulic analysis to quantify storm water runoff affecting the project and to determine storm sewer sizing necessary to meet ONLY a 25-year design capacity for proposed underground storm drainage systems. Include an analysis of street inlet capacity requirements.
 - f) Coordinate with AEP and City Traffic Engineering to identify location of electrical power conduit for street lighting and traffic signalization.
 - g) Identify and analyze requirements of governmental authorities having jurisdiction to approve design of the Project including permitting, environmental, historical, and construction and assist the City's Project Manager with coordination efforts with agencies such as the TDLR, RTA, CDBG, USPS, and affected school districts and community groups.
 - h) Prepare an Engineering Letter Report that supplements and complements the data already provided in the DCM including:
 1. 30% plans (plan view layouts).

2. Summary results from hydrologic and hydraulic analysis.
3. Pavement design.
4. Utility rehabilitation/relocation plan.
5. 30% opinion of probable construction costs.
6. Anticipated index of drawings and specifications.
- i) Submit one (1) copy in an approved electronic format, and one (1) paper copy of the Draft Engineering Letter Report.
- j) Attend project review meeting with City staff to review and receive City comments on the Draft Engineering Letter Report.
- k) Assimilate City review comments of the **Draft Engineering Letter Report** and provide one (1) set of the **Final Engineering Letter Report (ELR)** (electronic and hard copies using City Standards as applicable) suitable for reproduction.

City staff will provide one set only of the following information (as applicable):

- a) City Control survey bench marks and coordinates.
- b) Preliminary Traffic Impact Assessment.

The records provided for A/E's use under this contract are proprietary, copyrighted, and authorized for use only by A/E, and only for the intended purpose of this project. Any unauthorized use or distribution of the records provided under this contract is strictly prohibited.

2. **Design Phase.** Upon approval of the preliminary phase, designated by receiving authorization to proceed, the A/E will:
 - a) Provide coordination with electric and communication utility companies and private pipeline companies that may have existing facilities and must relocated to accommodate the proposed improvements.
 - b) Prepare construction documents in City standard format for the work identified in the approved ELR. Standard and technical specifications will be provided by the City – it is anticipated that there will be minimal editing required and that there will be no special technical specifications needed for the project. Should such editing or special or an excessive number of technical specifications be required, such work will warrant an additional services request from the Engineer. Construction plans will include improvements or modifications to the storm water and potable water systems within the project limits. Standard City of Corpus Christi detail sheets will be included as appropriate.
 - c) Prepare construction plans in compliance with CPPSCF using English units on 11"x 17".
 1. Prepare Traffic Control and Construction Sequencing Plans - the Engineer-provided TCP will be a limited effort in order to give the Contractor a general outline of the intent. The TCP will be a required contractor submittal to be provided for review prior to the commencement of construction activities. ~~include construction sequencing, typical cross section and construction phasing plan sheets, warning and barricades, as well as standards sheets for barricades, traffic control plan, work zone pavement markings and signage.~~
 2. Provide Storm Water Pollution Prevention Plan, including construction drawings.
 - d) Furnish one (1) set of the **interim plans** (60% submittal - electronic and hard copies using City Standards as applicable) to the City staff for review and

approval purposes with an opinion of probable construction costs. Identify distribution list for plans and bid documents to all affected franchise utilities.

1. Required with the interim plans is a "Plan Executive Summary, project checklist & drawing checklist" which will identify and summarize the project by distinguishing key elements and opinion of probable project costs.
 2. Attend 60% submittal meeting with City Staff to assist staff in review of 60% submittal.
- e) Participate in project 60% review meeting. Prepare meeting agenda and distribute meeting minutes to attendees within five working days of the meeting. Assimilate all review comments, as appropriate and, upon Notice to Proceed,
 - f) Provide one (1) set of the **pre-final plans and bid documents** (90% submittal - electronic and hard copy using City Standards as applicable) to the City staff for review and approval purposes with a revised opinion of probable construction costs. Plan executive summary, project checklist and plan checklist.
 - g) Participate in project 90% review meeting. Prepare meeting agenda and distribute meeting minutes to attendees within five working days of the meeting. Assimilate all review comments, and incorporate any requirements into the plans and specifications, and advise City of responding and non-responding participants as appropriate and, upon Notice to Proceed,
 - h) Provide one (1) set of the final (100%) plans (unsealed and unstamped - electronic and full-size hard copy using City Standards as applicable) for City's final review. A 100% review meeting will NOT be required.
 - i) Assimilate all final review comments upon approval by the Director of Capital Programs, provide one (1) set of the **final plans and contract documents** (electronic and full-size hard copy using City Standards as applicable) suitable for reproduction. Said bid documents henceforth become the shared intellectual property of the City of Corpus Christi and the Consultant. The City agrees that any modifications of the submitted final plans (for other uses by the City) will be evidenced on the plans and be signed and sealed by a professional engineer prior to re-use of modified plans.
 - j) Provide Quality Assurance/Quality Control (QA/QC) measures to verify that all submittals of the interim, pre-final, and final complete plans and complete bid documents with specifications accurately reflect the percent completion designated and do not necessitate an excessive amount of revision and correction by City. Additional revisions or design submittals are required (and within the scope of Consultant's duties under this contract) if, in the opinion of the Director of Capital Programs or designee, Consultant has not adequately addressed City-provided review comments or provided submittals in accordance with City standards.
 - k) Prepare and submit Monthly Status Reports to the Project Manager no later than the last Wednesday of each month with action items developed from monthly progress and review meetings. See Exhibit "A-2" for required form.
 - l) Provide copy of contract documents to Texas Department of Licensing and Regulation (TDLR) for review and approval of accessibility requirements for pedestrian improvements.

The City staff will:

- a) Designate an individual to have responsibility, authority, and control for coordinating activities for the construction contract awarded.

- b) Provide the budget for the Project specifying the funds available for the construction contract.
- c) Provide electronic copy the City's standard specifications, standard detail sheets, standard and special provisions, and forms for required bid documents.

3. **Bid Phase.** The A/E will:

- a) Prepare draft Authorization to Advertise (ATA).
- b) Participate in the pre-bid conference and provide a meeting agenda for critical construction activities and elements impacting the project.
- c) Assist the City in solicitation of bids by identification of prospective bidders, and review of bids by solicited interests.
- d) Review all pre-bid questions and submissions concerning the bid documents and prepare, in the City's format, for approval, any addenda or other revisions necessary to inform contractors of approved changes prior to bidding.
- e) Attend bid opening, analyze bids, evaluate, prepare bid tabulation, and make recommendation concerning award of the contract.
- f) In the event the lowest responsible bidder's bid exceeds the project budget as revised by the City in accordance with the A/E's design phase opinion of probable construction cost, the Engineer will, at its expense, confer with City staff and make such revisions to the bid documents as the City staff deems necessary to re-advertise that particular portion of the Project for bids.
- ~~g) Prepare Agenda Memoranda and PowerPoint presentation in City format for City Council Meeting. (By City).~~

The City staff will:

- a) Arrange and pay for printing of all documents and addenda to be distributed to prospective bidders.
- b) Advertise the Project for bidding, maintain the list of prospective bidders, receive and process deposits for all bid documents, issue (with the assistance of the A/E) any addenda, prepare and supply bid tabulation forms, and conduct bid opening.
- c) Receive the Engineer's recommendation concerning bid evaluation and recommendation and prepare agenda materials for the City Council concerning bid awards.
- d) Prepare, review and provide copies of the contract for execution between the City and the contractor.

4. **Construction Administration Phase.** The A/E will perform construction administration to include the following:

- a) Participate in pre-construction meeting conference and provide a recommended agenda for critical construction activities and elements impacting the project.
- b) Review, Contractor submittals and operating and maintenance manuals for conformance to contract documents.
- c) Review and interpret field and laboratory tests.
- d) Provide interpretations and clarifications of the contract documents for the contractor and authorize required changes, which do not affect the contractor's price and are not contrary to the general interest of the City under the contract.
- e) Make regular visits to the site of the Project to confer with the City project inspector and contractor 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. This will not be confused with the project representative observation or continuous monitoring of the progress of construction.

- f) Prepare change orders as authorized by the City; provide interpretations and clarifications of the plans and specifications for the contractor and authorize minor changes which do not affect the contractor's price and are not contrary to the general interest of the City under the contract.
- g) Review, evaluate, and recommend for City consideration Contractor Value Engineering proposal.
- h) Attend final inspection with City staff; provide punch list items to the City's Construction Engineers for contractor completion of the project.
- i) Review Contractor-provided construction "red-line" drawings. Prepare Project record drawings and provide a reproducible set and electronic file (AutoCAD r.14 or later) within two (2) months of final acceptance of the project. All drawings shall be CADD drawn 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.

The City staff will:

- a) Prepare applications/estimates for payments to contractor.
- b) Conduct the final acceptance inspection with the Engineer.

B. ADDITIONAL SERVICES

This section defines the scope of additional services that may only be included as part of this contract if authorized by the Director of Capital Programs. A/E may not begin work on any services under this section without specific written authorization by the Director of Capital Programs. Fees for Additional Services are an allowance for potential services to be provided and will be negotiated by the Director of Capital Programs as required. The A/E shall, with written authorization by the Director of Capital Programs, perform the following:

1. **Permit Preparation.** Furnish the City all engineering data and documentation necessary for all required permits. The A/E will prepare this documentation for all required signatures. The A/E will prepare and submit identified permits as applicable to the appropriate local, state, and federal authorities including Texas Department of Licensing and Regulation (TDLR) to verify compliance with the Americans with Disabilities Act (ADA).
2. **Right-of-Way (ROW) Acquisition Survey and Parcel Descriptions.** Not applicable. ~~All work must comply with Category 1-A, Condition I specifications of the Texas Society of Professional Surveyors' Manual of Practice for Land Surveying in the State of Texas, Ninth Edition. All work must be tied to and in conformance with the City's Global Positioning System (GPS) control network. All work must comply with all TxDOT requirements as applicable.~~
 - ~~a) Perform surveys to determine apparent right of way widths.~~
 - ~~b) Research plats, ROW maps, deed, easements, and survey for fence corners, monuments, and iron pins within the existing ROW and analyze to establish existing apparent ROW. A/E must obtain Preliminary Title Reports from a local title company and provide copies of the title reports to the City. Preliminary Title~~

~~Report shall identify title ownership and any title encumbrances to all right of way to be acquired.~~

- ~~c) Provide a preliminary base map containing apparent ROW, which will be used by the A/E to develop the proposed alignment and its position relative to the existing and proposed ROW. This preliminary base map must show lot or property lines, land ownership and addresses as per appraisal district records.~~
- ~~d) Prepare Metes and Bounds instrument with supporting exhibits as required and agreed upon for ROW parcels, utility easements, and temporary construction easements.~~
- ~~e) Determine property corners and prepare right of way strip parcel map depicting all parcels proposed for acquisition. Metes and bounds descriptions must indicate parent tract areas based on the most accurate information available. Strip map will show entire parent tracts at "not to scale" and for information only. All existing easements within the parcels to be acquired and those within adjacent parcels must be shown.~~
- ~~f) Prepare individual signed and sealed parcel maps and legal descriptions for the required right of way acquisition for parcels and easements. A strip map showing all parcels required will be submitted along with parcel descriptions. Additional fees may be required in resolving boundary conflicts between Owners. A/E shall submit parcel maps and legal descriptions prior to the 60% submittal.~~

3. **Topographic Survey.** All work must be tied to and conform with the City's Global Positioning System (GPS) control network and comply with Category 6, Condition 1 specifications of the Texas Society of Professional Surveyors' Manual of Practice for Land Surveying in the State of Texas, Ninth Edition. Include reference to a minimum of two (2) found boundary monuments from the project area.
- a) Establish Horizontal and Vertical Control.
 - b) Establish both primary and secondary horizontal/vertical control.
 - c) Set project control points for Horizontal and Vertical Control outside the limits of project construction disturbance.
 - d) Horizontal control will be based on NAD 83 State plane coordinates (South Zone), and the data will have no adjustment factor applied – i.e. – the coordinate data will remain in grid.
 - e) Vertical control will be based on NAVD 88.
 - f) All control work will be established using conventional (non-GPS) methods. Perform topographic surveys to gather existing condition information.
 - g) Locate proposed soil/pavement core holes as drilled by the City's Geotechnical Engineering Consultant.
 - h) Obtain x, y, and z coordinates of all accessible existing sanitary sewer, storm sewer, water and gas lines as well as any other lines owned by third-parties and locate all visible utilities, wells and signs within the apparent ROW width along project limits. No utility connections will be shown. (Surveying services, related to subsurface engineering - "SUE", shall be provided as part of the scope of work for SUE).
 - i) Locate improvements within the apparent ROW.
 - j) Locate and identify trees, at least five inches in diameter within the apparent ROW.
 - k) Generate electronic planimetric base map for use in project design.
 - l) Provide a preliminary base map containing apparent ROW, which will be used by the A/E to develop the proposed alignment and its position relative to the existing

and proposed ROW. This preliminary base map must show lot or property line, land ownership and addresses as per appraisal district records.

- m) The base map stated in item "l" shall be a continuous plan and profile alignment of the subject main street as well as the side streets.

4. **Environmental Issues.** Identify and develop a scope of work for any testing, handling and disposal of hazardous materials and/or contaminated soils that may be discovered during construction. - TBD
5. **Public Involvement.** Participate in two public meetings. One public meeting shall be held after submittal of the Final Engineering Letter Report and one public meeting shall be held prior to start of project construction. Prepare notices, PowerPoint presentations, handouts and exhibits for meetings. ~~Provide follow-up and response to citizen comments.~~ By City. Revise contract drawings to address citizen comments, as directed by the City. Prepare notices, handouts and exhibits for public information meetings.
6. **Subsurface Utility Investigation - By City.**
 - a) ~~Provide subsurface utility engineering in accordance with ASCE Standard "ASCE C-1, 38-02, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" including, but not limited to, hydro excavation. The proposed subsurface utility investigation will be as follows:~~
 - i) ~~Excavation - The survey scope includes working with a subsurface utility excavator to perform Quality Level A investigation of underground utilities in specified areas through the project limit. (Quality Level A involves the use of nondestructive digging equipment at critical points to determine the horizontal and vertical position of underground utilities, as well as the type, size, condition, material, and other characteristics.) Utilities located at this quality level will be physically located and tied to the topographic survey control. The utility will be identified and an elevation will be obtained to the top of the utility.~~
 - ii) ~~Utility Location - The survey scope includes locating certain utilities to Quality Level B (Quality Level B involves surveying visible above ground utility facilities, such as manholes, valve boxes, posts, etc., and correlating this information with existing utility records.) These utilities will be located by obtaining a One Call Notice and measuring the marked locations.~~
 - iii) ~~Storm Water - Storm water facilities within the project limits will be located to Quality Level C. Locations will be based on the surveyed locations of accessible storm water manholes and drainage inlets.~~
 - iv) ~~Wastewater - Wastewater facilities within the project limits will be located to Quality Level C. Locations will be based on the surveyed locations of accessible wastewater manholes. Wastewater lines that are not to be replaced as part of this project and that fall within the footprint of construction related excavation shall be located at Quality Level A.~~
 - v) ~~Water - Water facilities within the project limits will be located to Quality Level C.~~
 - vi) ~~Gas - Gas facilities within the project limits will be located to Quality Level C by the A/E. The City of Corpus Christi Gas Department will provide Quality Level A. The A/E will coordinate this activity.~~

EXHIBIT "A"

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- b) ~~Inform local franchises whose utilities fall within the footprint of construction-related excavation of the potential for encountering their utility lines during construction.~~

7. **Construction Observation Services.** To Be Determined.

8. **Warranty Phase.** Provide a maintenance guaranty inspection toward the end of the one-year period after acceptance of the Project. Note defects requiring contractor action to maintain, repair, fix, restore, patch, or replace improvement under the maintenance guaranty terms of the contract. Document the condition and prepare a report for the City staff of the locations and conditions requiring action, with its recommendation for the method or action to best correct defective conditions and submit to City Staff. Complete the inspection and prepare the report no later than sixty (60) days prior to the end of the maintenance guaranty period.

9. **Geotechnical Engineering Services;** ~~By City. A/E will coordinate with sub-consultant to complete a subsurface investigation of the project area. A/E will perform three borings to termination depths of 15 feet and three borings to termination depths of 5 feet within the roadway (Total Number of Borings: 6; Total Linear Feet of Drilling: 60 LF). A/E will sample, identify and measure the pavement constituents at each boring location. The scope of work is provided below.~~

- a) ~~Coordination with Texas One Call to identify underground utilities in the proximity of the boring locations. The borings will be relocated if necessary.~~
- b) ~~Traffic control and traffic control devices as required by the City of Corpus Christi during field investigation.~~
- c) ~~Soil samples will be obtained at predetermined depths, unless subsurface conditions warrant additional sampling.~~
- d) ~~Groundwater readings will be obtained during drilling and immediately upon completion of the drilling operations.~~
- e) ~~After obtaining the delayed groundwater readings, the open boreholes will be backfilled with excess soils obtained during the drilling operations; the base material will be replaced in the boreholes and patched with cold mix.~~
- f) ~~Scope of Laboratory Testing Program~~
 - 1. ~~Supplementary Visual Classification (ASTM D 2487)~~
 - 2. ~~Water Content Tests (ASTM D 2216)~~
 - 3. ~~Atterberg Limits Tests (ASTM D 4318)~~
 - 4. ~~Unconfined Compressive Strength Tests (ASTM D 2166)~~
 - 5. ~~Percent Material Finer Than The #200 Sieve Tests (ASTM D 1140)~~
 - 6. ~~All phases of the laboratory testing program will be performed in general accordance with applicable ASTM Specifications. All field and laboratory test results will be included on the boring logs or provided in the report.~~
- g) ~~Geotechnical Engineering Report. In addition to the field and laboratory testing, a geotechnical engineering report will be prepared that includes a description of the field exploration and laboratory tests, boring logs, a discussion of the engineering properties of the subsurface materials encountered, trench excavation design parameters, OSHA soil type classification, utility trench recommendations and pavement recommendations for the proposed project utilizing the following information provided by the City of Corpus Christi:~~

- ~~1. Flow Line of Utilities~~
- ~~2. Street Elevations~~
- ~~3. Traffic Counts~~
- ~~4. Projected Percent Growth of Traffic Over Life of Pavement~~
- ~~5. Design Vehicles~~
- ~~6. Percent Trucks~~

Provide the services above authorized in addition to those items shown on Exhibit "A-1" Task List, which provides supplemental description to Exhibit "A". Note: The Exhibit "A-1" Task List does not supersede Exhibit "A".

II. SCHEDULE

| Year | Day | Activity |
|------|--------|--------------------------|
| 2016 | Mar 01 | NTP |
| 2016 | Mar 05 | City Traffic Data to A/E |
| 2016 | May 04 | Draft ELR submittal |
| 2016 | May 18 | City Review Complete |
| 2016 | Jun 16 | Final ELR submittal |
| 2016 | Jul 27 | 60% Design Submittal |
| 2016 | Aug 11 | City Review Complete |
| 2016 | Sep 22 | 90% Design Submittal |
| 2016 | Oct 05 | City Review complete |
| 2016 | Nov 17 | 100% Submittal |
| 2016 | Nov 30 | City Review Complete |
| 2016 | Dec 21 | Final Submittal |
| 2017 | Feb 09 | Advertise for Bids |
| 2017 | Mar 06 | Pre-Bid Conference |
| 2017 | Mar 20 | Receive Bids |
| 2017 | May 03 | Contract Award |
| 2017 | Jun 01 | Begin Construction |
| 2018 | Jul 01 | Complete Construction |

III. FEES

- A. **Fee for Basic Services.** The City will pay the A/E a fixed fee for providing for all "Basic Services" authorized as per the table below. The fees for Basic Services will not exceed those identified and will be full and total compensation for all services outlined in Section I.A.1-4 above, and for all expenses incurred in performing these services. The fee for this project is subject to the availability of funds. The Engineer may be directed to suspend work pending receipt and appropriation of funds. For services provided, A/E will submit monthly statements for services rendered. The statement will be based upon A/E's estimate (and with

City's concurrence) of the proportion of the total services actually completed at the time of billing. City will make prompt monthly payments in response to A/E's monthly statements.

- B. Fee for Additional Services.** For services authorized by the Director of Capital Programs under Section I.B. "Additional Services," the City will pay the A/E a not-to-exceed fee as per the table below:

Summary of Fees

| | |
|---|------------------|
| Basic Services Fees | |
| 1. Design Criteria Memo & Preliminary Phase | \$128,400 |
| 2. Design Phase | \$223,100 |
| 3. Bid Phase | \$12,100 |
| 4. Construction Administration Phase | \$46,800 |
| Subtotal Basic Services Fees | \$410,400 |
| Additional Services Fees (Allowance) | |
| 1. Permit Preparation* | \$12,000 |
| 2. ROW Acquisition Survey and Parcel Descriptions | N/A |
| 3. Topographic Survey* | \$71,875 |
| 4. Environmental Issues* | \$5,750 |
| 5. Public Involvement* | \$7,600 |
| 6a. & 6b. Subsurface Utility Investigation* | By City |
| 6c. Televised Inspection of Stormwater and Wastewater Lines | By City |
| 7. Construction Observation Services | TBD |
| 8. Warranty Phase* | \$6,000 |
| 9. Geotechnical Engineering Services* | By City |
| Sub-Total Additional Services Fees Authorized* | \$103,225 |
| Total Authorized Fee | \$513,625 |

- * Additional Services which are requested to be authorized in coordination with the notice to proceed for Basic Services.

EXHIBIT "A-1"

AYERS STREET – PEDESTRIAN IMPROVEMENTS AND TURN LANE ADDITION (SPID TO GOLLIHAR) PROJECT NO. E15106 BOND 2014 PROPOSITION 2

I. SCOPE OF SERVICES

The following task list provides added A/E services specific to Ayers Street (Project No E15106) and appends those Standard City of Corpus Christi services outlined in Exhibit A of this contract:

A. BASIC SERVICES

- 2d. Construction plans on 11"x17" sheets will be at full size, not half size.
- 2f. Unless later communicated as otherwise by the City, it is understood that the pre-final (90%) submittal will be required for this project.
- 2k. It is understood that up to one monthly progress meeting will be held at the request of the City's project manager each month. The term "review" meetings refers to post-submittal review meetings conducted by the City – these are separate from the monthly progress meetings.
- 3f. The City recognizes that construction bid prices are dependent upon market conditions and the number of available bidders at the time of the bid. Should unusual, unforeseen market conditions or a low number of respondents to the bid be a factor in the lowest bid exceeding the design phase opinion of probable construction cost, then the City will negotiate with the A/E, as an additional service and fee, the work effort required by the A/E to revise the bid documents for re-advertising.
- 4h. The A/E does not "certify" completion, rather the A/E will provide a statement that work correctly completed by the Contractor, and which was observed by the A/E, is in general conformance with the plans and specifications.

B. ADDITIONAL SERVICES

- 2e. Not applicable. Change ~~"Set property corners and prepare..."~~ to ~~"Determine property corners" and prepare...~~ Property corners can be set as part of the land acquisition, once the purchasing process has commenced.
- 4. Environmental Issues: A/E will complete a Phase I Environmental Site Assessment (ESA) in order to identify, to the extent feasible pursuant to the processes prescribed in ASTM E1527-05, any recognized environmental conditions in connection with the proposed project area ~~and identify and develop a scope of work for any testing, handling, and~~

~~disposal of hazardous materials and/or contaminated soils that may be discovered during construction.~~

6. Subsurface Utility Investigation. By City.

6a-i. ~~For purposes of calculating an initial fee for this effort, it is assumed that there will be 25 excavations performed to Quality Level A. Excavations in excess of 25 will be negotiated as an additional service and fee.~~

6c. By City. ~~Televised Inspection of Stormwater and Wastewater Lines; for stormwater and wastewater trunk lines within the project limits; clean and televise lines. Review video tapes of the lines to ascertain their condition. Based on the assessment, provide recommendations for repair, rehabilitation, or replacement.~~

III. FEES

The following appends that outlined in Exhibit A of this contract:

- A. "Prompt monthly payments" is defined as within 30 days of the City's receiving an invoice from the A/E.

COMPLETE PROJECT NAME

Project No. xxxxxx

Invoice No. 12345

Invoice Date:

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

EXHIBIT C

Insurance Requirements

Pre-Design, Design and General Consulting Contracts

1.1 Consultant must not commence work under this agreement until all required insurance has been obtained and such insurance has been approved by the City. Consultant must not allow any subcontractor to commence work until all similar insurance required of any subcontractor has been obtained.

1.2 Consultant must furnish to the Director of Engineering Services with the signed agreement a copy of Certificates of Insurance (COI) with applicable policy endorsements showing the following minimum coverage by an insurance company(s) acceptable to the City's Risk Manager. **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, required on all certificates or by applicable policy endorsements | Bodily Injury and Property Damage Per occurrence - aggregate |
| PROFESSIONAL LIABILITY (Errors and Omissions) | \$1,000,000 Per Claim (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. |

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

1.4 Consultant shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Consultant's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- VII. **Consultant is required to provide City with renewal Certificates.**

1.5 Consultant 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

1.6 Consultant agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:

1.6.1 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.

1.7 Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Consultant shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Consultant's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.

1.8 In addition to any other remedies the City may have upon Consultant's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Consultant to remove the exhibit hereunder, and/or withhold any payment(s) if any, which become due to Consultant hereunder until Consultant demonstrates compliance with the requirements hereof.

1.9 Nothing herein contained shall be construed as limiting in any way the extent to which Consultant may be held responsible for payments of damages to persons or property resulting from Consultant's or its subcontractor's performance of the work covered under this agreement.

1.10 It is agreed that Consultant's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by the City of Corpus Christi for liability arising out of operations under this agreement.

1.11 It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this agreement.



City of
Corpus
Christi

CITY OF CORPUS CHRISTI DISCLOSURE OF INTEREST

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

COMPANY NAME: Lockwood, Andrews & Newnam, Inc.

P. O. BOX: _____

STREET ADDRESS: 500 N. Shoreline Blvd., Suite 905 **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 | Department (if known) | Job | Title | and | City |
|------|-----------------------|-----|-------|-----|------|
|------|-----------------------|-----|-------|-----|------|

| | | | | | |
|-------|-------|-------|-------|-------|-------|
| _____ | _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ | _____ |

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 |
|------|-------|
|------|-------|

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

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

| Name | Committee | Board, | Commission | or |
|------|-----------|--------|------------|----|
|------|-----------|--------|------------|----|

| | | | | |
|-------|-------|-------|-------|-------|
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |

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 |
|------|------------|
|------|------------|

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

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: Steven A. Gilbreath, P.E. **Title:** Associate
(Type or Print)

Signature of Certifying Person:



Date: 3/31/16

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.