

CITY OF CORPUS CHRISTI
CONTRACT FOR PROFESSIONAL SERVICES

The City of Corpus Christi, a Texas home rule municipal corporation, P.O. Box 9277, Corpus Christi, Nueces County, Texas 78469-9277 (City) acting through its duly authorized City Manager or Designee (Director of Engineering Services) and **LJA Engineering, Inc.**, a Texas corporation, 820 Buffalo Street, Corpus Christi, Nueces County, Texas 78401 (local office), (**Consultant**), hereby agree as follows:

1. SCOPE OF PROJECT

North Beach Breakwater, Plaza, North Shoreline Repair and Enhancement (Bond 2012 Project No. E12129)

The **North Beach Breakwater, Plaza, North Shoreline Repair and Enhancement (Bond 2012) Project** includes Design and Bid Phase services and associated Additional Services, as described herein, for the installation of pedestrian and parking improvements along N. Shoreline Boulevard between Pearl Street and Bridgeport Avenue, including existing curb and gutter modifications, new sidewalks and curb ramps, new pavement markings and limited utility improvements within the project area. The Project also includes repaving the Breakwater Plaza and repairs to the concrete cap along the breakwater structure. This contract is based upon proposed improvements with a total estimated construction cost of \$1,248,000.

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"**, 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 \$121,358.39. Monthly invoices will be submitted in accordance with **Exhibit "C"**.

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 B**.

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

LJA ENGINEERING, INC.



Patrick D. Veteto, P.E. Date
Vice President
820 Buffalo Street
Corpus Christi, TX 78401
(361) 887-8851 Office

4.23.14

RECOMMENDED

Operating Department Date

APPROVED AS TO FUNDING ONLY

Office of Mgmt and Budget Date

APPROVED AS TO LEGAL FORM

Legal Department Date

ATTEST

Date

Fund Name	Accounting Unit	Account No.	Activity No.	Amount
SW 2013 Bond 2012	3498-043	550950	E12129013198EXP	\$30,340.00
Street 2013 Bond 2012	3549-051	550950	E12129013549EXP	\$30,340.00
Water 2015 Bond	4097-041	550950	E12129014097EXP	\$30,339.00
WW 2015 Bond	4255-042	550950	E12129014255EXP	\$30,339.39
Total: <u>\$121,358.39</u>				

EXHIBIT "A"
CITY OF CORPUS CHRISTI, TEXAS

North Beach Breakwater, Plaza, North Shoreline Repair and Enhancement (Bond 2012)
Project No. E12129

I. SCOPE OF SERVICES

A. BASIC SERVICES

For the purpose of this contract, Preliminary Phase may include Schematic Design and Design Phase services may include Design Development as applicable to Architectural services.

1. ~~**Preliminary Phase.** The Architect/Engineer A/E (also referred to as Consultant) will:~~
 - a) ~~Prepare PowerPoint presentation in City format for City Council Meeting.~~
 - b) ~~Hold Project Kick-off Meeting. Prepare meeting agenda and distribute meeting meetings to attendees within five working days of the meeting.~~
 - c) ~~Provide scope of geotechnical testing requirements to the City's Geotechnical Consultant.~~
 - d) ~~Request and review available reports, record drawings, utility maps and other information provided by the City pertaining to the project area.~~
 - e) ~~Develop preliminary requirements for utility relocations replacements or upgrades. Coordinate with the City's Project Manager and identify operating departments potential project needs.~~
 - f) ~~Develop preliminary street cross section recommendations. Prepare conceptual life-cycle cost estimate with recommended pavement sections using Federal Highway Administration (FHWA) "Real Cost" Program.~~
 - g) ~~Identify right-of-way acquisition requirements and illustrate on a schematic strip map.~~
 - h) ~~Prepare preliminary opinions of probable construction costs for the recommended improvements.~~
 - i) ~~Develop drainage area boundary map for existing and proposed drainage areas served.~~
 - j) ~~Conduct the hydraulic analysis to quantify the storm sewer design of existing and proposed systems. Include the analysis of inlet capacity.~~
 - k) ~~Identify electric and communication utility companies and private pipeline companies that may have existing facilities and must relocated to accommodate the proposed improvements.~~
 - l) ~~Coordinate with AEP and City Traffic Engineering to identify location of electrical power conduit for street lighting and traffic signalization.~~
 - m) ~~Identify and analyze requirements of governmental authorities having jurisdiction to approve design of the Project including permitting, environmental, historical, construction, and geotechnical issues; upon request or concurrence of the Project Manager, meet and coordinate with agencies such as RTA, CDBG, USPS, affected school districts (CCISD, FBISD, etc.) community groups, TDLR, etc.~~
 - n) ~~Identify and recommend public outreach and community stakeholder requirements.~~
 - o) ~~Review City provided preliminary Traffic impact assessment and provide recommendation for integration and/or additional requirements as appropriate.~~
 - p) ~~Prepare an Engineering Letter Report (20-25 page main-body text document with supporting appendices) that documents the analyses, approach, opinions of probable construction costs, and document the work with text, tables, schematic-level exhibits and computer models or other applicable supporting documents required per City Plan Preparation Standards Contract Format (CPPSCF). Engineering Letter Report to include:~~

1. ~~Provide a concise presentation of pertinent factors, sketches, designs, cross-sections, and parameters which will or may impact the design, including engineering design basis, preliminary layout sketches, construction sequencing, alignment, cross section, geotechnical testing report, right-of-way requirements, conformance to master plans, identification of needed additional services, identification of needed permits and environmental consideration, existing and proposed utilities, identification of quality and quantity of materials of construction, and other factors required for a professional design.~~
2. ~~Include summary output tables from Hydraulic and Hydrologic analyses.~~
3. ~~Include existing site photos.~~
4. ~~Provide opinion of probable construction costs.~~
5. ~~Identify and analyze requirements of governmental authorities having jurisdiction to approve design of the Project including permitting, environmental, historical, construction, and geotechnical issues; meet as City agent or with City participation and coordinate with agencies such as RTA, CDBG, USPS, CCISD, community groups, TDLR, etc.~~
6. ~~Provide an analysis on project impacts towards "re-engineering" and effects on cost savings toward City operations, which this project will affect.~~
7. ~~Provide anticipated index of drawings and specifications.~~
8. ~~Provide a summary table & required ROW parcels.~~
- q) ~~Submit one (1) copy in an approved electronic format, and one (1) paper copy of the Draft Engineering Letter Report.~~
- r) ~~Submit computer model file, results and calculations used to analyze drainage.~~
- s) ~~Conduct Project review meeting with City staff to review and receive City comments on the Draft Engineering Letter Report as scheduled by City Project Manager.~~
- t) ~~Assimilate all 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.~~
- u) ~~Assist City in presenting summary of ELR findings to the Bicycle and Pedestrian Subcommittee and the Transportation Advisory Committee (TAC). Prepare PowerPoint presentation, handouts and exhibits for meeting. Provide follow up and response to comments.~~

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

- a) Electronic index and database of City's record drawing and record information.
- b) Requested record drawings and record information in electronic format as available from City Engineering files.
- c) Provide the budget for the Project specifying the funds available for the construction contract.
- d) A copy of existing studies and plans. (as available from City Engineering files).
- e) Field location of existing city utilities. (A/E to coordinate with City Operating Departments.)
- f) Applicable Master Plans and GIS mapping are available on the City's website.
- g) City Control survey Bench marks and coordinates.

~~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.~~

Any information marked proprietary, or copyrighted, provided by the City is authorized for use only by A/E, and only for the intended purpose of this project. Any unauthorized use or

EXHIBIT "A"

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distribution of information marked proprietary, or copyrighted, 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 be relocated to accommodate the proposed improvements. **The City will provide a list of utility franchises within the Project area.**
 - b) ~~Provide assistance to identify testing, handling and disposal of any hazardous materials and/or contaminated soils that may be discovered during construction.~~
 - c) Prepare construction documents in City standard format for the work identified in the approved ELR **under the previous contract.** For construction plans that include improvements or modifications to the storm water, water and wastewater systems within the project limits, include standard City of Corpus Christi detail sheets as appropriate.
 - d) Prepare construction plans in compliance with CPPSCF using English units on 11"x 17".
 - i) Prepare Traffic Control and Construction Sequencing Plans. The TCP will 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. **Preparation of specific traffic control plans is not included in the scope of this contract. The Contractor shall be responsible for preparation and approval of specific Traffic Control plans appropriate to the Contractor's means and methods.**
 - ii) ~~Provide Storm Water Pollution Prevention Plan, including construction drawings.~~ **Prepare Stormwater Best Management Practices construction drawings. Contractor is responsible for preparing and maintaining a Stormwater Pollution Prevention Plan (SWPPP) for himself and for the City. The SWPPP shall include the construction drawings prepared by the A/E.**
 - e) Furnish one (1) set of the **interim plans** (60% submittal - electronic and full-size **11"x17"** hard copies using City Standards as applicable) to the City staff for review and approval purposes with estimates of probable construction costs. Identify distribution list for plans and bid documents to all affected franchise utilities.
 - i) **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.
 - ii) **Attend** 60% submittal meeting with City Staff to assist staff in review of 60% submittal.
 - f) Hold Project 60% ~~review~~ **Submittal** 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.
 - g) ~~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 revised estimates of probable costs.~~
 - h) ~~Hold Project 90% review meeting. Prepare meeting agenda and distribute meeting meetings 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.~~

- i) Provide one (1) set of the final (100%) plans (unsealed and unstamped - electronic and hard copy using City Standards as applicable) for City's final review.
- j) Assimilate all final review comments. Upon approval by the Director of Engineering Services, provide one (1) set of the **final plans and contract documents** (electronic and 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.
- k) Provide Quality Assurance/Quality Control (QA/QC) measures to ensure that all submittals of the interim, pre-final (if required), 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 City Engineer or designee, Consultant has not adequately addressed City-provided review comments or provided submittals in accordance with City standards.
- ~~l) 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 attachment 'A' for required form. (NOT INCLUDED IN THIS CONTRACT)~~
- m) Provide copy of contract documents along with appropriate fee to Texas Department of Licensing and Regulation (TDLR) for review and approval of accessibility requirements for pedestrian improvements. **(If AUTHORIZED as an Additional Service.)**

The City staff will:

- a) Designate an individual to have responsibility, authority, and control for coordinating activities for the ~~construction contract awarded.~~ **City during the Design Phase.**
- b) Provide the budget for the Project specifying the funds available for the construction contract.
- c) Provide electronic copy of 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) from City-provided example.~~
- b) Participate in the pre-bid conference and provide a meeting agenda for critical construction activities and elements impacted 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 the Engineering Services' 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 Engineering Services in accordance with the A/E's design phase estimate required above, 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.~~

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 contract 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 **Assist the City in the preparation of** change orders as authorized by the City.~~
- g) ~~Review, evaluate and recommend for City consideration Contractor Value Engineering proposal.~~
- h) ~~Attend final inspection with City staff, provide punch list items for Contractor completion, and provide the City with a Certificate of Completion for the project upon successful 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. **(MOVED TO ADDITIONAL SERVICES)**

The City staff will:

- a) **Provide all Construction Administration and Construction Observation Services.**
- b) Designate an individual to have responsibility, authority, and control for coordinating activities for the City during the Construction Phase.

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 Engineering Services. A/E may not begin work on any services under this section without specific written authorization by the Director of Engineering Services. Fees for Additional Services are an allowance for potential services to be provided and will be **negotiated** by the Director of Engineering Services as required. The A/E shall, with written authorization by the Director of Engineering Services, 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:
 - a) ~~Union Pacific Railroad, Missouri Pacific Railroad, or any other railroad operating in the area~~
 - b) ~~TxDOT utility permit(s)~~
 - c) ~~Wetlands Delineation and Permit~~
 - d) ~~Temporary Discharge Permit~~
 - e) ~~NPDES Permit/Amendments (including SSC, NOI/NOT)~~
 - f) ~~Texas Commission of Environmental Quality (TCEQ) Permits/Amendments~~
 - g) ~~Nueces County~~
 - h) ~~Texas Historical Commission (THC)~~
 - i) ~~U.S. Fish and Wildlife Service (USFWS)~~
 - j) ~~U.S. Army Corps of Engineers (USACE)~~
 - k) ~~United States Environmental Protection Agency (USEPA)~~
 - l) Texas Department of Licensing and Regulation (TDLR)**
 - m) ~~Texas General Land Office (TGLO)~~
 - n) ~~Other agency project-specific permits~~
2. ~~**Right-of-Way (ROW) Acquisition Survey and Parcel Descriptions.** 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 Title Commitments from a local title company and provide copies to the City. Title Commitments 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 Instruments with supporting exhibits as required and agreed upon, subsequent to the ELR acceptance, for ROW parcels, utility easements and temporary construction easements.~~
 - e) ~~Set 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 I 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 utility 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.~~
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.~~
5. ~~**Subsurface Utility Engineering**~~
- 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 A.
 - vi) ~~Gas~~ Gas facilities within the project limits will be located to Quality Level A by the A/E. The City of Corpus Christi Gas Department will provide Quality Level C. The A/E will coordinate this activity.
 - vii) ~~Add SUE findings to topographic survey.~~
 - b) ~~Inform local franchises whose utilities fall within the footprint of construction-related excavation of the potential for encountering their utility lines during construction. A list of franchises within the Project area will be provided by the City.~~

2. **Public Meeting (1 Meeting).**

Participate in one (1) public meeting. Prepare exhibits for meetings. Provide follow-up and response to citizen comments as requested. Revise contract drawings to address citizen comments, as directed by the City.

3. **Construction Phase Assistance (Time and Materials upon Request).**

A/E will provide the City with assistance, as requested, during the construction phase of the Project on a Time and Materials basis. Requests for services from the A/E shall be submitted to the A/E via email from City staff (Construction Inspection or Engineering Services) and shall include Calendar Meeting Requests. Verbal requests for services must be followed by an email to the A/E prior to action being taken by the A/E. Receipt of email requests, including Meeting Requests, from City Staff shall be considered by the A/E as Authorization to Proceed on the requested services. Services provided under this line item shall be invoiced to the City monthly based upon the attached **Table 1 – Rate Schedule** and shall include time spent during the invoicing period. If it is apparent that additional efforts will be required beyond the estimated Contract budget after 75% of the estimated budget for this Line Item has been spent, the A/E will prepare a Contract Amendment for additional fees based upon an estimate of the amount of effort remaining to complete the Project. Work will not proceed beyond the approved budget. The following services are excluded from this Contract:

- a) Preparation of change orders;
- b) Review of shop drawings. (This does not exclude review of material submittals, if requested.);
- c) Review/approval of Contractor pay requests; and
- d) Preparation of a Certificate of Completion at the end of the Project.

8. **Start-up Services.** ~~Provide on-site services and verification for all start-up procedures during actual start-up of major Project components, systems, and related appurtenances if needed and required.~~

9. ~~**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.~~
4. **Preparation of Record Drawings.** 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.

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~~ supplements Exhibit “A”.

II. SCHEDULE

Date	Activity
Begin Design Work	Upon receipt of executed contract and NTP from City
Submit 60% Design	4 Months after receipt of NTP from City
City Review	1 Month
Submit 100% Design	2 Weeks after receipt of 60% comments from City
City Review	1 Month
Submit Sealed Plans & Docs	2 Weeks after receipt of 100% comments from City
Advertise for Bids	2 Weeks after Sealed Submittal
Pre-Bid Conference	2 Weeks after Advertisement
Receive Bids	4 Weeks after Advertisement
Contract Award	4 Weeks after receipt of Bids
Begin Construction	4 Weeks after Award of Contract
Complete Construction	Approximately 6 Months after Begin 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.1-3 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 in Section I.A.1-3, A/E will submit monthly statements for basic services rendered. The statements 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.

EXHIBIT “A”

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Revised November 26, 2013

- B. Fee for Additional Services.** For authorized Additional Services, the A/E will submit monthly statements for services rendered. For Fixed Fee Additional Services Line Items, the statements 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. For Time and Materials Additional Services, the statements will be based upon A/E's time spent during the period of time covered by the invoice and based upon the attached **Table 1 – Rate Schedule**. For services authorized by the Director of Engineering Services 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

	Street	Storm-Water	Water	Waste-Water	Gas	Total
Basic Services Fees						
1. Preliminary Phase (FF)	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
2. Design Phase (FF)	\$ 45,004.00	\$ 25,716.57	\$ 5,625.50	\$ 4,018.21	\$ 0.00	\$ 80,364.28
3. Bid Phase (FF)	\$ 2,475.56	\$ 1,414.61	\$ 309.45	\$ 221.04	\$ 0.00	\$ 4,420.66
Subtotal Basic Services Fees	\$ 47,479.56	\$ 27,131.18	\$ 5,934.95	\$ 4,239.25	\$ 0.00	\$ 84,784.94
1. Permitting: TDLR (FF) (Authorized)	\$ 844.69	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 844.69
2. Public Meetings (1 Meeting) (FF) (Authorized)	\$ 1,416.87	\$ 809.64	\$ 177.10	\$ 126.50	\$ 0.00	\$ 2,530.11
3. Construction Phase Assistance (T&M) (Authorized)	\$ 15,726.23	\$ 8,986.42	\$ 1,965.77	\$ 1,404.12	\$ 0.00	\$ 28,082.54
4. Preparation of Record Drawings (FF) (Authorized)	\$ 2,865.02	\$ 1,637.15	\$ 358.13	\$ 255.81	\$ 0.00	\$ 5,116.11
Sub-Total Additional Services Fees	\$ 20,852.81	\$ 11,433.21	\$ 2,501.00	\$ 1,786.43	\$ 0.00	\$ 36,573.45
Total Authorized Fee	\$ 68,332.37	\$ 38,564.39	\$ 8,435.95	\$ 6,025.68	\$ 0.00	\$ 121,358.39

(Notes: 'FF' designates Line Items to be invoiced on a Fixed Fee basis, and 'T&M' designates Line Items to be invoiced on a Time & Materials basis. 'AUTHORIZED' constitutes "written authorization to proceed" on an Additional Services Line Item.)

**EXHIBIT A-1
CITY OF CORPUS CHRISTI, TEXAS**

**North Beach Breakwater, Plaza, North Shoreline Repair and Enhancement
(Bond 2012)
Project No. E12129**

TASK LIST

GENERAL

The **North Beach Breakwater, Plaza, North Shoreline Repair and Enhancement (Bond 2012) Project** includes Design and Bid Phase services and associated Additional Services, as described herein, for the installation of pedestrian and parking improvements along N. Shoreline Boulevard between Pearl Street and Bridgeport Avenue, including existing curb and gutter modifications, new sidewalks and curb ramps, new pavement markings and limited utility improvements within the project area. The Project also includes repaving the Breakwater Plaza and repairs to the concrete cap along the breakwater structure. This contract is based upon proposed improvements with a total estimated construction cost of \$1,248,000.

Exhibit “A”, I. A. - BASIC SERVICES

Preliminary Phase

Preliminary Phase Services are excluded from this Contract.

Design Phase (Fixed Fee)

Provide Design Phase Services in accordance with Exhibit ‘A’ of the Contract for Professional Services with the following conditions:

Exhibit “A”, I. A. 2 - Clarification

A/E will submit all Contract deliverables to the City, only, in accordance with the Contract requirements. The City will distribute deliverables to Third-Party Reviewers at its discretion and coordinate with Third-Party Reviewers to receive comments. The City will incorporate any comments received from Third-Party Reviewers deemed appropriate into the City’s comments for discussion at the appropriate meeting. To prevent miscommunications during the Design Phase, A/E’s point of contact for Project decisions will be the City’s Project Manager.

Exhibit “A”, I. A. 2. a) - Clarification

Coordination with AEP to convert their existing overhead infrastructure in the project area to underground infrastructure is not included in the scope of work of this Contract.

Exhibit “A”, I. A. 2. d) - Clarification

The design of temporary traffic control measures shall consist of the preparation of Advanced Warning Signage Plans and inclusion of typical examples of traffic control measures for certain situations. The design of specific traffic control measures for the entire project is not included in the scope of work of this Contract. The Contractor is responsible for the preparation and approval of specific traffic control plan(s) that coincide with his approach to constructing the project – subject to the Project phasing stipulated in the construction documents - and may incorporate the typical examples provided in the construction plans.

Bid Phase (Fixed Fee)

Provide Bid Phase Services in accordance with Exhibit ‘A’ of the Contract for Professional Services with the following exception:

Preparation of a CivCast bid spreadsheet is not included in the scope of services of this Contract.

Construction Phase

Construction Phase Services as described in **Exhibit “A”, I. A. 4.** are excluded from this Contract. Construction Phase Assistance will be provided by the A/E as a Time & Materials Additional Service upon request as described in Exhibit ‘A’.

Exhibit “A”, I. B. - ADDITIONAL SERVICES (Subject to Authorization)

1. Permitting (Fixed Fee)

- **TDLR Registration:** Submit construction plans and specifications to a Registered ADA Specialist (RAS) for review and approval and registration with the TDLR; Provide coordination efforts, as necessary.

NOTE: USACE permitting is not anticipated as necessary and is not included in the scope of work of this contract.

2. Public Meeting (1 Meeting) (Fixed Fee)

Services will be provided in accordance with Exhibit 'A' of the Contract for Professional Services.

3. Construction Phase Assistance (Time and Materials)

Services will be provided in accordance with Exhibit 'A' of the Contract for Professional Services.

4. Preparation of Record Drawings (Fixed Fee)

Services will be provided in accordance with Exhibit 'A' of the Contract for Professional Services.

Exhibit "A", III. Fees

The fees proposed within this Contract are contingent upon the combination of this project and City Project No. E12127, such that LJA will only prepare one (1) set of bid documents for both projects, and both projects will be bid and constructed together as one (1) project.

EXHIBIT B

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.

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

Basic Services:

Preliminary Phase
Design Phase
Bid Phase
Report Phase
Construction Phase
Subtotal Basic Services

Additional Services:

Permitting
Warranty Phase
Inspection
Platting Survey
Reporting
O & M Manuals
SCADA
Subtotal Additional Services

Summary of Fees

Basic Services Fees
Additional Services Fees

Total of Fees

	Contract	Amd No. 1	Amd No. 2	Total Contract	Amount Invoiced	Previous Invoice	Total Invoice	Percent Complete
	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0%
	0	0	0	0	\$0	0	0	0%
	0	0	0	0	0	0	0	0%
	0	0	0	0	0	0	0	0%
	0	0	0	0	0	0	0	0%
	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0%
	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0%
	0	0	0	0	0	0	0	0%
	0	0	0	0	0	0	0	0%
	0	0	0	0	0	0	0	0%
	0	0	0	0	0	0	0	0%
	TBD	TBD	TBD	TBD	TBD	TBD	0	0%
	TBD	TBD	TBD	TBD	TBD	TBD	TBD	0%
	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0%
	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0%
	0	0	0	0	0	0	0	0%
	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0%



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: LJA Engineering, Inc.

P. O. BOX: _____

STREET ADDRESS: 820 Buffalo Street **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	Job Title and City Department (if known)
N/A	
_____	_____
_____	_____
_____	_____

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

Name	Title
N/A	
_____	_____
_____	_____
_____	_____

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

Name	Board, Commission or Committee
N/A	
<u>GOVERNMENT</u>	
<u>PATRICK D. VETERO</u>	<u>COASTAL BEND COUNCIL OF GOVERNMENTS</u>
_____	_____

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

Name	Consultant
N/A	
_____	_____
_____	_____
_____	_____

FILING REQUIREMENTS

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

CERTIFICATION

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

Certifying Person: Patrick D. Veteto, P.E.

(Type or Print)

Title: Vice President

Signature of Certifying Person:

Date: 04-20-16

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.