

# AGREEMENT for

This AGREEMENT is between the City of Corpus Christi, Texas, a Texas home-rule municipal corporation ("CITY"), acting through its duly authorized City Manager or designee ("City Engineer"), and **TOLUNAY-WONG ENGINEERS, INC.**, a Texas corporation or partnership ("LAB"), acting through its duly authorized representative who is **Don R. Rokohl, P.E., Branch Manager**, which agree as follows:

1. **DECLARATIONS:** City desires to engage Lab to provide services in connection with City's project, described as follows: **Carroll Lane from Houston to McArdle BOND 2014 (Project No. E13097)** ("PROJECT").

2. **SCOPE OF WORK:** Lab shall provide services to the Project in accordance with the accompanying Scope of Services and Fee Schedule attached as **Exhibit A** and the Terms and Conditions to Agreement attached as **Exhibit B**.

3. **FEE:** The City agrees to pay the Lab for services provided in accordance with Exhibit "A", Scope of Services and Fee Schedule under this Agreement, a total fee not to exceed **\$59,515**. Monthly invoices will be submitted in accordance with **Exhibit C**.

**4. CITY'S DISCLOSURE OF HAZARDOUS & TOXIC MATERIALS AND CONDITIONS AT THE PROJECT SITE:** To the best of the City's knowledge, based upon currently available information, the only hazardous or toxic materials, as defined by the laws and regulations of the Federal government, the state, and city which exist at the PROJECT SITE are as follows: None.

**5. OWNERSHIP OF DOCUMENTS:** All documents including contract documents (plans and specifications), record drawings, contractor's field data and submittal data will be the sole property of the City and may not be used again by Lab without the express terms written consent of the City Engineer. However, Lab may use standard details that are not specific to this Project.

CITY OF CORPUS CHRISTI

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

**TOLUNAY-WONG ENGINEERS, INC.**

Don R. Rokohl, P. E. 5.19.17  
Branch Manager  
826 South Padre Island Drive  
Corpus Christi, TX 78416  
(361) 884-5050 Office  
drokohl@tweinc.com

**APPROVED AS TO LEGAL FORM**

\_\_\_\_\_  
Assistant City Attorney      Date

**ATTEST**

\_\_\_\_\_  
Rebecca Huerta      Date  
City Secretary

Project No. <u>E13097</u> Accounting Unit: <u>3551-051</u> Account: <u>550920</u> Activity: <u>E13097013551EXP</u> Account Category: <u>50920</u> Fund Name: <u>Street CIP BOND 2014</u> Encumbrance No. _____
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**Tolunay-Wong  
Engineers, Inc.**

826 South Padre Island Drive  
Corpus Christi, Texas 78416  
Phone: (361) 884-5050

April 20, 2017

City of Corpus Christi  
1201 Leopard Street  
Corpus Christi, Texas 78401  
(Via e-Mail: ChrisH3@cctexas.com)

Phone: (361) 826-3527

Attn: Mr. Chris Hale

**Re: Construction Materials Testing Services For:  
Carroll Lane  
Corpus Christi, Texas  
City of Corpus Christi Project No. E13097  
TWE Proposal No. P17-C065**

Mr. Hale:

Tolunay-Wong Engineers (TWE) appreciates the opportunity to submit our proposal to provide construction materials testing and inspection services for the above referenced project. The proposed scope of services was based on the testing schedule provided in the project plans. We understand that upon acceptance of the proposal, the City of Corpus Christi will issue an Agreement for Construction Materials Engineering Laboratory's Inspection and Materials Testing Services as our authorization for the work.

Tolunay-Wong Engineers has established a reputation for excellence in the materials engineering field through a business philosophy based on quality professional services responsive to the needs of our clients. We thank you for the opportunity to serve you with this philosophy and your consideration for this project. Please do not hesitate to contact us, if you have any questions regarding the proposal or if additional information is needed.

Respectfully submitted,

**Tolunay-Wong Engineers, Inc.**

A handwritten signature in blue ink, appearing to read 'LDR' followed by a flourish.

Luz D. Ramos  
CMT Project Manager  
[lramos@tweinc.com](mailto:lramos@tweinc.com)

A handwritten signature in blue ink, appearing to read 'D. R. Rokohl' followed by a flourish.

Don R. Rokohl, P.E.  
Branch Manager  
[drokohl@tweinc.com](mailto:drokohl@tweinc.com)

DRR/drr/ldr

*Geotechnical Engineering • Environmental Field and Consulting Services • Construction Materials Testing • Deep Foundations Testing*

## INTRODUCTION

TWE understands the importance of this project to the City of Corpus Christi and the special needs associated with construction of a project of this type. Of particular importance is for the overall project team to be comprised of experienced professionals working together toward a common objective. This objective is to obtain a quality project, meeting the intent of the project specifications, as well as completion on schedule and within budget.

From our Corpus Christi facility located at 826 South Padre Island Drive, we will provide experienced engineering technicians to perform the on-site testing and inspection services. Additionally, we meet the requirements of ASTM E-329 "Standard Practice for Inspection and Testing Agencies for Concrete, Steel and Bituminous Materials Used in Construction" regarding qualifications of the testing laboratory. Additionally, our Corpus Christi laboratory is accredited in construction materials testing by the American Association for Laboratory Accreditation (A2LA).

## WORK PLAN

TWE's approach to providing materials testing services is to assign qualified engineering technicians, directed by Senior Professional Engineers, experienced in their respective disciplines. Our assigned Project Manager will provide communication, service direction, and overall project coordination. It is presumed that the contractor will be encouraged to provide their own formalized quality control program separate and apart from our acceptance inspection/testing program stated herein.

We anticipate providing the majority of the required testing services for this particular project on a "part-time" basis. The anticipated services required on this project are as follows:

- A. In-Place Soil Compaction (nuclear method)
- B. Cast In-Place Portland Cement Concrete Inspection/Testing
- C. Hot Mix Asphalt Concrete Inspection/Testing

All reports of materials tests and inspection services provided will be issued to appropriate members of the project team. In the event individual reports indicate potential problems or items of non-conformance to the project specifications, you will be contacted as soon as possible.

## SCOPE OF SERVICES

The specific materials monitoring services and laboratory tests anticipated for this project are as follows:

- A. In-Place Soil Compaction (Nuclear Method)
  - The technician will obtain samples of soil, borrow material and/or base materials and deliver them to our laboratory facility for testing. Laboratory testing will include Moisture/Density Relationships, Atterberg Limit determinations and sieve analysis.
  - The technician will perform in-place compaction testing (nuclear method) at the frequency required by the project specifications to determine the moisture content and degree of compaction.



**B. Cast In-Place Portland Cement Concrete Monitoring/Testing**

- The technician will sample the concrete in order to perform standard field tests and prepare test cylinders and/or beams in accordance with project specifications. The frequency of sampling will also be as directed by the project specifications. Standard field tests include slump, air content and temperature for normal weight concrete and will also include unit weight on all samples of lightweight concrete.
- TWE will cure the test specimens and perform compressive strength tests at the age designated by project specifications.
- The technician will visually estimate the slump of each load of concrete delivered and perform actual slump tests and other standard field tests when test specimens are prepared, or as necessary to evaluate concrete consistency.
- The on-site technician will monitor the concrete temperature, ambient temperature, mixing time, and placement procedures. The technician will also sample concrete at the frequency specified in the project specifications.
- The technician will record detailed information regarding the location of the placement, date of the placement, concrete mixture strength requirement and all other pertinent information.

**C. Hot Mix Asphalt Concrete Inspection/Testing**

- During lay down of hot mix asphalt concrete, the technician will obtain and record temperature of the mixture and obtain samples for laboratory testing.
- After lay down and compaction, the asphalt will be cored to determine and record in-place thickness, % air voids, and laboratory density. The in-place % air voids and in-place theoretical density will be determined from the asphalt cores in the laboratory.
- The asphalt samples obtained during lay down will be tested in the laboratory for extraction and gradation, laboratory density and stability, and maximum theoretical density (rice method).

**COST ESTIMATE & GENERAL NOTES**

In this section of the proposal you will find our cost estimate. Additional services or tests requested and not specifically addressed in this proposal will be invoiced per the standard fees set forth in our 2017 Fee Schedule.

Based on the testing schedule provided in the project construction documents (plans) provided to us at this time and the anticipated construction schedule, we have established what we believe is the most realistic cost estimate for this project. Please remember that the units stated are only an **estimate**. Due to factors beyond our control such as weather, unforeseen conditions, contractor expertise, contractor scheduling, etc., the cost of our services may vary from the estimated amount.

We estimate the cost of the construction materials testing for our proposed Scope of Services will be \$59,515.00 as detailed in the following section, although all services will be invoiced on a time and materials basis.

A minimum 4-hour labor equivalent charge is applicable for all field testing and inspection services. Overtime rates for field personnel are applicable for all hours worked in excess of 8 hours per day, weekends, and holidays and are assessed at 1.5 times the standard rates. All field hours will be charged portal to portal from our Corpus Christi laboratory. All sample pick-ups will be charged travel time from

portal to portal and will include associated vehicle charges. Administrative costs, Engineering consultation and evaluation in connection with field and laboratory testing services will be charged at a rate of approximately one hour for each 20 hours of field work performed.

Our prices include copies of our reports distributed through e-mail in accordance with your instructions. Additional copies mailed at \$0.50 per page. Direct expenses incurred in connection with the project will be invoiced at cost plus 15% for handling. Travel and lodging expenses for out of town assignments will be invoiced at cost plus 15% or \$125.00 per day, whichever is greater. Our terms are net 30 days upon receipt of invoice. Invoices will be submitted on a monthly basis.

#### **COST ESTIMATE SUMMARY**

	Description	Unit	Quantity	Rate	Extension
<b>Construction Materials Testing - Soils</b>					
1	Standard Compaction Effort - ASTM D 698 - Trench Backfill	ea.	1	\$160.00	\$160.00
2	Standard Compaction Effort - ASTM D 698 - Subgrade	ea.	2	\$160.00	\$320.00
3	Nuclear Density Gauge, Day	ea.	50	\$50.00	\$2,500.00
4	Soil Sample Pick-up	ea.	2	\$175.00	\$350.00
5	Construction Materials Technician, HR.	ea.	300	\$50.00	\$15,000.00
6	Vehicle Charge	ea.	50	\$75.00	\$3,750.00
<b>Construction Materials Testing - Flexible Base</b>					
7	Modified Compaction Effort - ASTM D 1557 (Proctor)	ea.	4	\$180.00	\$720.00
8	Sieve Analysis, Through No. 200 Sieve (ASTM D 422)	ea.	4	\$60.00	\$240.00
9	Atterberg Limits - ASTM D 4318	ea.	4	\$65.00	\$260.00
10	LA Abrasion Loss of Limestone Base	ea.	4	\$550.00	\$2,200.00
11	California Bearing Ratio - Single Point (ASTM D 1883)	ea.	1	\$350.00	\$350.00
12	Wet Ball Mill Test	ea.	1	\$200.00	\$200.00
13	TxDOT Triaxial Series per specimen (Tex-117E)	ea.	1	\$220.00	\$220.00
14	Soil Sample Pick-up	ea.	2	\$175.00	\$350.00
15	Construction Materials Technician, HR.	ea.	150	\$50.00	\$7,500.00
16	Vehicle Charge	ea.	25	\$75.00	\$1,875.00
<b>Construction Materials Testing - Hot Mix Asphalt</b>					
17	Extraction/Gradation - Ignition Method (Tex-236F)	ea.	16	\$250.00	\$4,000.00
18	Hveem Stability (three specimens/set) (Tex-208F)	ea.	16	\$85.00	\$1,360.00
19	Maximum Theoretical Specific Gravity (Tex-227F)	ea.	16	\$85.00	\$1,360.00
20	Asphalt Coring	ea.	5	\$125.00	\$625.00
21	Core Length	ea.	5	\$20.00	\$100.00
22	Core Bulk Density (ASTM D 2726)	ea.	5	\$55.00	\$275.00
23	Construction Materials Technician, HR.	ea.	80	\$50.00	\$4,000.00
24	Vehicle Charge	ea.	10	\$75.00	\$750.00
<b>Construction Materials Testing - Concrete</b>					
25	Comp. Strength of Concrete Test Cylinders (7, 28 & Hold)	ea.	70	\$20.00	\$1,400.00
26	Concrete Sample Pick Up, Per Trip	ea.	5	\$175.00	\$875.00
27	Construction Materials Technician, HR.	ea.	60	\$50.00	\$3,000.00
28	Vehicle Charge	ea.	15	\$75.00	\$1,125.00
<b>Project Management</b>					
29	Project Manager, Hr.	ea.	30	\$105.00	\$3,150.00
30	Administrative Support, Hr.	ea.	30	\$50.00	\$1,500.00
<b>Total Cost Estimate</b>					<b>\$59,515.00</b>

**ASSUMPTIONS:** The cost estimate is based on the following assumptions and our experience on similar projects:

1. The testing schedule provided in project construction documents.



# EXHIBIT B

## TERMS AND CONDITIONS TO TESTING AGREEMENT

### ARTICLE 1. SERVICES: Lab will:

- 1.1 Provide only those services requested by City Engineer that, in the opinion of Lab, lie within the technical or professional areas of expertise of Lab and which Lab is adequately staffed and equipped to perform.
- 1.2 Perform technical services under the supervision of a licensed professional engineer and in compliance with the basic requirements of the appropriate standards of the American Society for Testing and Materials, where applicable, and other standards designated in writing by the City Engineer.
- 1.3 Promptly submit formal reports (printed and electronic copies) of tests, inspections and services performed indicating, where applicable, compliance with the Project specifications or other contract documents. Such reports must be complete and factual, citing the tests performed, methods employed, values obtained and parts of the structure of the Project area subjected to any testing.
- 1.4 Utilize testing equipment which has been calibrated according to applicable standards and, upon request, submit to the City Engineer or designee documentation of such calibration.  
  
Secure representative samples of those materials that the City's contractor proposes to use which require testing, together with relevant data concerning such materials including the point of origin and supplier.
- 1.5 Consider reports to be confidential and distribute reports only to those persons, organizations or agencies specifically designated in writing by the City Engineer.
- 1.6 Retain records relating to services performed for City for a period of two years following submission of any reports, during which period the records will be made available to the City at all reasonable times.
- 1.7 Pay salaries, wages, expenses, social security taxes, federal and state unemployment taxes and any other similar payroll taxes relating to the services.

### ARTICLE 2. CITY RESPONSIBILITIES: City Engineer or designee will:

- 2.1 Provide Lab with all plans, specifications, addenda, change orders, approved shop drawings and other information for the proper performance of services by Lab.
- 2.2 Issue authorization in writing giving Lab free access to the Project site and to all shops or yards where materials are prepared or stored.
- 2.3 Designate in writing those persons or firms which will act as the City's representative with respect to Lab's services to be performed under this Agreement and which must be promptly notified by Lab when it appears that materials tested or inspected are in non-compliance. Only the City Engineer or designee has authority to transmit instructions, receive information and data and/or interpret and define the City's policies and decisions with respect to the Project. Lab acknowledges that certain City representatives may have different types of authority concerning the Project.
- 2.4 Advise Lab sufficiently in advance of any operations so as to allow for assignment of personnel by Lab for completion of the required services. Such advance notice will be in accordance with that established by mutual agreement of the parties.

## EXHIBIT B

2.5 Direct the Project contractor, either by the Construction Contract or direct written order, to:

- (a) Stop work at the appropriate times for Lab to perform contracted services;
- (b) Furnish such labor and all facilities needed by Lab to obtain and handle samples at the Project and to facilitate the specified inspection and tests;
- (c) Provide and maintain for use of Lab adequate space at the Project for safe storage and proper curing of test specimens that must remain on the Project site prior to, during and up to 60 days after testing.

### ARTICLE 3. GENERAL CONDITIONS

- 3.1 Lab, by the performance of services covered hereunder, does not in any way assume, abridge or abrogate any of those duties, responsibilities or authorities with regard to the Project that, by custom or contract, are vested in the Project architects, design engineers or any other design agencies or authorities.
- 3.2 Lab is not authorized to supervise, alter, relax, enlarge or release any requirement of the Project specifications or other contract documents nor to approve or accept any portion of the work. Lab does not have the right of rejection or the right to stop the work. City Engineer will direct the Project contractor to stop work at appropriate times for Lab to conduct the sampling, testing or inspection of operations covered by the Agreement.

### ARTICLE 4. FIELD MONITORING AND TESTING

- 4.1 City and Lab agree that Lab will be on-site to perform inspections for contracted services. The City and Lab also agree that Lab will not assume responsibility for Project contractor's means, methods, techniques, sequences or procedures of construction, and it is understood that the final services provided by Lab will not relieve the Project contractor of its responsibilities for performing the work in accordance with the Project plans and specifications. For the purposes of this Agreement, the word "inspection" is used to mean periodic observation of the work and the conducting of tests by Lab as specified in the Agreement. Continuous monitoring by Lab or its subcontractors does not mean that Lab is approving placement of materials. Inspection is not and should not be construed to be a warranty by Lab to the City or any other party.
- 4.2 Samples collected or tested by Lab remain the property of the City while in the custody of the Lab. Lab will retain the samples for a period of 60 days following the date of submission of any report related to the sample. Following the retention period, Lab will dispose of non-hazardous samples, and return hazardous, acutely toxic or radioactive samples and samples' containers and residues to City. City agrees to accept such samples and samples' containers.

### ARTICLE 5. STANDARD OF CARE AND WARRANTY

Services performed by Lab will be conducted in a manner consistent with that level of care and skill ordinarily exercised by reputable members of the profession currently practicing under similar conditions in the same locality. No other warranty either expressed or implied is made or intended by the Agreement or any reports. Lab will not be responsible for the interpretation or use by others of data developed by Lab.

### ARTICLE 6. INDEMNIFICATION

Lab 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



## EXHIBIT B

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 Lab or its agent, Lab under contract or another entity over which Lab 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.

Lab 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 Lab shall reimburse the City's reasonable attorney's fees in proportion to the Lab's liability.

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

### ARTICLE 7. INVOICES AND PAYMENT

- 7.1 Lab will submit progress invoices to City Engineer monthly and final invoice upon completion of services. Each invoice is due and payable by City within 30 days of receipt and approval to pay by the City Engineer.
- 7.2 All funding obligations of the City under this Agreement are subject to the appropriation of funds in its annual budget.

### ARTICLE 8. INSURANCE REQUIREMENTS

8.1 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.

8.2 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. **The City must be listed as an additional insured on the General liability and Auto Liability policies, and a waiver of subrogation is required on all applicable policies. Endorsements must be provided with COI. Project name and or number must be listed in Description Box of COI.**

## EXHIBIT B

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
<b>30-written day notice of cancellation, required on all certificates or by applicable policy endorsements</b>	<b>Bodily Injury and Property Damage</b> Per occurrence - aggregate
Commercial General Liability including: 1. Commercial Broad Form 2. Premises – Operations 3. Products/ Completed Operations 4. Contractual Liability 5. Independent Contractors 6. Personal Injury- Advertising Injury	\$1,000,000 Per Occurrence \$2,000,000 Aggregate
AUTO LIABILITY (including) 1. Owned 2. Hired and Non-Owned 3. Rented/Leased	\$500,000 Combined Single Limit
PROFESSIONAL LIABILITY (Errors and Omissions)	\$1,000,000 Per Claim  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.

8.3 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.

8.4 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.**

8.5 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

8.6 **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:**



## EXHIBIT B

- 8.6.1 List the City and its officers, officials, employees and elected representatives as additional insured by endorsement, as respects operations, completed operation and activities of, or on behalf of, the named insured performed under contract with the City with the exception of the professional liability/Errors & Omissions policy;
- 8.6.2 Provide for an endorsement that the "other insurance" clause shall not apply to the City of Corpus Christi where the City is an additional insured shown on the policy;
- 8.6.3 Provide thirty (30) calendar days advance written notice directly to City of any suspension, cancellation or non-renewal of coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.

8.7 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.

8.8 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.

8.9 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.

8.10 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.

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

### ARTICLE 9. TERMINATION OF AGREEMENT

The City may, at any time, with or without cause, terminate this Agreement upon seven days written notice to Lab at the address of record. Lab will be compensated for services performed up to termination.

### ARTICLE 10. CONTROLLING LAW

This Agreement is governed by the laws of the State of Texas without regard to its conflicts of laws. Venue for legal proceedings lie exclusively in Nueces County, Texas.

### ARTICLE 11. DISCLOSURE OF INTERESTS

- 11.1 Lab agrees to comply with City of Corpus Christi Ordinance No. 17112 and complete the Disclosure of Interests form as part of this Agreement, if required.



## EXHIBIT B

- 11.2 Lab agrees to comply with section 2252.908 of the Texas Government Code and complete Form 1295 Certificate of Interested Parties as part of this Agreement, if required. For more information, please review the information on the Texas Ethics Commission website at <https://www.ethics.state.tx.us>.
- 11.3 Lab agrees to comply with Chapter 176 of the Texas Local Government Code and file Form CIQ with the City of Corpus Christi 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>.

### ARTICLE 12. CLAIMS

- 12.1 Claims arising from this Agreement shall be made in writing, sworn to and signed by an authorized representative. The responsibility to substantiate a claim rests with the party making the claim.
- 12.2 All negotiations pursuant to this Article are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

### ARTICLE 13. EXTENT OF AGREEMENT

- 13.1 This Agreement, including Exhibit "A" and these Terms and Conditions, represents the entire Agreement between City and Lab and supersedes all prior negotiation, representations or agreements, written or oral. This Agreement may be amended only by a written instrument signed by duly authorized representatives of City and Lab. If any conflict occurs between these Terms and Conditions and any other part of this Agreement, these Terms and Conditions are controlling.
- 13.2 In the event that any one or more of the provisions contained in this Agreement are for any reason held invalid, illegal or unenforceable in any respect, the remaining terms will be in full effect and this Agreement will be construed as if the invalid or unenforceable matters were never included in this Agreement. No waiver of any default will be a waiver of any future default.
- 13.3 Neither party will assign this Agreement without the express written approval of the other, but Lab may subcontract laboratory procedures as Lab deems necessary to meet the obligations of this Agreement.

### ARTICLE 14. SAFETY

City and Lab agree that, in accordance with the generally accepted construction practice, the Project's general contractor will be solely and completely responsible for working conditions on the Project, including safety of all persons and property during the performance of the work and for compliance with all municipal, state and federal laws, rules and regulations, including OSHA. The duty of Lab in providing services is not, therefore, to include any review of, or responsibility for, the adequacy of the Project's general contractor's safety measures in, on or near the Project site.

**COMPLETE PROJECT NAME**  
**Project No. XXXX**  
**Invoice No. 12345**  
**Invoice Date 01/01/2017**

Sample form for:  
Payment Request  
AE Contract  
Revised 02/01/17

	Contract	Amd No. 1	Amd No. 2	Total Contract	Current Invoice	Previous Invoice	Total Invoice	Remaining Balance	Percent Complete
<b>Basic Services:</b>									
Preliminary Phase	\$1,000.00	\$0.00	\$0.00	\$1,000.00	\$0.00	\$1,000.00	\$1,000.00	\$0.00	100.0%
Design Phase	\$2,000.00	\$1,000.00	\$0.00	\$3,000.00	\$1,000.00	\$500.00	\$1,500.00	\$1,500.00	50.0%
Bid Phase	\$500.00	\$0.00	\$250.00	\$750.00	\$0.00	\$0.00	\$0.00	\$750.00	0.0%
Construction Phase	\$2,500.00	\$0.00	\$1,000.00	\$3,500.00	\$0.00	\$0.00	\$0.00	\$3,500.00	0.0%
Subtotal Basic Services	\$6,000.00	\$1,000.00	\$1,250.00	\$8,250.00	\$1,000.00	\$1,500.00	\$2,500.00	\$5,750.00	30.3%
<b>Additional Services:</b>									
Permitting	\$2,000.00	\$0.00	\$0.00	\$2,000.00	\$500.00	\$0.00	\$500.00	\$1,500.00	25.0%
Warranty Phase	\$0.00	\$1,120.00	\$0.00	\$1,120.00	\$0.00	\$0.00	\$0.00	\$1,120.00	0.0%
Inspection	\$0.00	\$0.00	\$1,627.00	\$1,627.00	\$0.00	\$0.00	\$0.00	\$1,627.00	0.0%
Platting Survey	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
O & M Manuals	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
SCADA	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Subtotal Additional Services	\$2,000.00	\$1,120.00	\$1,627.00	\$4,747.00	\$500.00	\$0.00	\$500.00	\$4,247.00	10.5%
<b>Summary of Fees:</b>									
Basic Services Fees	\$6,000.00	\$1,000.00	\$1,250.00	\$8,250.00	\$1,000.00	\$1,500.00	\$2,500.00	\$5,750.00	30.3%
Additional Services Fees	\$2,000.00	\$1,120.00	\$1,627.00	\$4,747.00	\$500.00	\$0.00	\$500.00	\$4,247.00	10.5%
<b>Total of Fees</b>	<b>\$8,000.00</b>	<b>\$2,120.00</b>	<b>\$2,877.00</b>	<b>\$12,997.00</b>	<b>\$1,500.00</b>	<b>\$1,500.00</b>	<b>\$3,000.00</b>	<b>\$9,997.00</b>	<b>23.1%</b>

**Notes:**

*If needed, update this sample form based on the contract requirements.*

*If applicable, refer to the contract for information on what to include with time and materials (T&M).*



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:** Tolunay-Wong Engineers, Inc.

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

**STREET ADDRESS:** 826 South Padre Island Drive **CITY:** Corpus Christi **ZIP:** 78416

**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
------	-----------------------	--------------------

None

_____	_____
_____	_____
_____	_____

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

Name	Title
------	-------

N/A

_____	_____
_____	_____
_____	_____

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

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

N/A

_____	_____
_____	_____
_____	_____

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

Name	Consultant
------	------------

N/A

_____	_____
_____	_____
_____	_____



### FILING REQUIREMENTS

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

### CERTIFICATION

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

**Certifying Person:** Don R. Rokohl, P.E.

(Type or Print)

**Title:** Branch Manager

**Signature of Certifying Person:**

DR Rokohl

**Date:** 5.19.17

### 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.