

CITY OF CORPUS CHRISTI

MASTER SERVICES AGREEMENT GEOTECHNICAL AND CONSTRUCTION MATERIALS TESTING Project No. 17101A

This Agreement is between 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 and Tolunay-Wong Engineers, Inc., a Texas Corporation, 826 South Padre Island Drive, Corpus Christi, Texas 78416 ("Lab").

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ARTICLE I – PROJECT TASK ORDER

- 1.1 This Agreement shall apply to as many tasks as City and Lab agree will be performed under the terms and conditions of this Agreement. Each task Lab performs for City hereunder shall be designated a Task Order. No Task Order shall be binding or enforceable unless and until it has been properly executed by both City and Lab. Each properly executed Task Order shall become a separate supplemental agreement to this Agreement.
- 1.2 The Lab shall provide its Scope of Services, to be included in each Task Order. The Scope of Services shall include all associated services required for Lab to provide such Services, pursuant to this Agreement, and any and all Services which would normally be required by law or common due diligence in accordance with the standard of care defined in Article VIII of this Agreement.
- 1.3 All services provided by Lab shall be performed in accordance with the Terms and Conditions to this Master Services Agreement attached hereto and incorporated herein as **Exhibit A**. All work will be subject to authorization from City. A detailed Scope of Services and fee estimate will be developed for each task prior to execution of work.
- 1.4 Lab must perform tasks and services and submit deliverables as detailed in each approved Task Order. A sample Task Order Form is attached as **Exhibit B**.
- 1.5 Lab must provide all labor, equipment and transportation necessary to complete all services agreed to in a timely manner throughout the term of the Agreement. Persons retained by Lab to perform work pursuant to this Agreement shall be employees or subcontractors or subconsultants of Lab. Lab must provide City with a list of all subcontractors/subconsultants that includes the services performed by the subcontractors/subconsultants and the percentage of work performed by the subcontractor/subconsultant. Changes in Lab's team that provides services under this Agreement must be agreed to by the City in writing.
- 1.6 Lab must not begin work on any Task Order authorized under this Agreement until notified in writing to proceed by City's Director of Engineering or authorized designee.

ARTICLE II – COMPENSATION

- 2.1 The Compensation for all services performed under this Agreement shall not exceed \$800,000.
- 2.2 The Lab's fee for each Task Order will be on a quantity and unit price basis or lump sum basis with a negotiated not-to-exceed amount. The fees will not exceed those set out in the Task Order and will be full and total compensation for all services outlined in each Task Order, and for all expenses incurred in performing these services. City agrees to pay the Lab for services provided in accordance with each Task Order issued by the City and according to the fee schedule and/or amount not to exceed set out in each Task Order.
- 2.3 All services shall be performed in accordance with the applicable standard of professional care set forth herein and to City's satisfaction, which satisfaction shall be judged by the Director in his/her sole discretion. City shall not be liable for any payment under this Agreement for services which are unsatisfactory and which previously have not been approved by the Director.
- 2.4 In the event of any dispute(s) between the Parties regarding the amount properly compensable for any Task Order or as final compensation or regarding any amount that may be withheld by City, Lab shall be required to make a claim pursuant to and in accordance with the terms of this Agreement and follow the procedures provided herein for the resolution of such dispute. In the event Lab does not initiate and follow the claims

procedures provided in this Agreement in a timely manner and as required by the terms thereof, any such claim shall be waived.

- 2.5 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.
- 2.6 Request for final compensation by Lab shall constitute a waiver of claims except those previously made in writing and identified by Lab as unsettled at the time of final Payment Request.
- 2.7 Any fee payable under this Agreement is subject to the availability of funds. The Lab may be directed to suspend work pending receipt and appropriation of funds.

ARTICLE III – INSURANCE REQUIREMENTS

3.1 Lab must not commence work under this Agreement until all required insurance has been obtained, and such insurance has been approved by the City. Lab must not allow any subcontractor or sub consultant to commence work under this Agreement until all similar insurance required of any subcontractor or sub consultant has been obtained.

3.2 Insurance Requirements for this Agreement are set out in the Terms and Conditions to this Agreement which is attached hereto and incorporated herein as **Exhibit A**.

ARTICLE IV - 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 consultant, 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 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 V – TERM; RENEWALS; TIMES FOR RENDERING SERVICE

- 5.1 This Agreement shall be effective upon the signature of the City Manager or designee (Effective Date).
- 5.2 This Agreement shall be applicable to all Task Orders issued hereunder from the Effective Date of the Agreement until Agreement expires or is terminated earlier by either party.
- 5.3 The initial term of this Agreement shall be two (2) years from the Effective Date. ~~Thereafter, this Agreement may be renewed for up to two (2) additional twelve (12) month renewal options upon mutual agreement of the parties to be evidenced in writing prior to the expiration date of the prior term. Any renewals shall be at the same terms and conditions, plus any approved changes.~~
- 5.4 The times for performing services or providing deliverables will be stated in each Task Order. If no times are so stated, Lab will perform services and provide deliverables within a reasonable time.

ARTICLE VI - TERMINATION OF AGREEMENT

- 6.1 City may terminate this Agreement or Task Order under this Agreement, with or without cause, upon seven days written notice to Lab at the address of record.
- 6.2 Lab will be compensated for authorized services completed up to the date of termination.

ARTICLE VII – RECORD RETENTION; RIGHT OF REVIEW AND AUDIT

- 7.1 Lab grants City, or its designees, the right to audit, examine or inspect, at City's election, all of Lab's records relating to the work and/or services provided under this Agreement, during the term of this Agreement and retention period herein. The audit, examination or inspection may be performed by a City designee, which may include its internal auditors or an outside representative engaged by City. Lab agrees to retain its records for a minimum of four (4) years following termination of the Agreement, unless there is an ongoing dispute under this Agreement, then such retention period shall extend until final resolution of the dispute.
- 7.2 "Lab's records" include any and all information, materials and data of every kind and character generated as a result of the Work under this Agreement. Examples include billings, books, general ledger, cost ledgers, invoices, production sheets, documents, correspondence, meeting notes, subscriptions, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, reports, drawings, receipts, vouchers, memoranda, time sheets, payroll records, policies, procedures, federal and state tax filings for issue in questions and any and all other agreements, sources of information and matters that may, in City's judgment, have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any Agreement Documents.
- 7.3 City agrees that it shall exercise the right to audit, examine or inspect Lab's records only during City's regular business hours. Lab agrees to allow City's designee access to all of Lab's records, Lab's facilities and Lab's current or former employees, deemed necessary by City or its designee(s), to perform such audit, inspection or examination. Lab also agrees to provide adequate and appropriate work space necessary to City or its designees to conduct such audits, inspections or examinations.
- 7.4 Lab shall include this audit clause in any subcontractor, supplier or vendor contract.

ARTICLE VIII – MISCELLANEOUS PROVISIONS

- 8.1 Assignability. The Lab will not assign, transfer or delegate any of its obligations or duties in this Agreement to any other person without the prior written consent of the City, except for routine duties delegated to personnel of the Lab staff. If the Lab 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 Lab fee may be assigned in advance of receipt by the Lab without written consent of the City.

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

- 8.2 Ownership of Documents. Lab agrees that upon payment, City shall exclusively own any and all information in whatsoever form and character produced and/or maintained in accordance with, pursuant to or as a result of this Agreement, including contract documents (plans and specifications), drawings, test results and submittal data. Lab may retain a copy for its files.
- 8.3 Standard of Care. Services performed by Lab will be conducted in a manner consistent with that level of skill and care ordinarily provided by competent members of the profession practicing under the same or similar circumstances and professional license.
- 8.4 Licensing. Lab shall be represented by personnel with appropriate licensure, registration and/or certification(s) at meetings of any official nature concerning the Project, including scope meetings, review meetings, pre-bid meetings and preconstruction meetings.
- 8.5 Entire Agreement. This Agreement, including Task Orders, represents the entire and integrated Agreement between City and Lab 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 Lab.
- 8.6 Disclosure of Interest. Lab agrees to comply with City of Corpus Christi Ordinance No. 17112 and complete the *Disclosure of Interests* form as part of this contract.
- 8.7 Certificate of Interested Parties. Lab 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 that exceed \$50,000. 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; or
- (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>.

- 8.8 Conflict of Interest. Lab 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>
- 8.9 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 lies exclusively in Nueces County, Texas.
- 8.10 Severability. If, for any reason, any one or more Articles and/or paragraphs of this Agreement are held invalid or unenforceable, such invalidity or unenforceability shall not affect, impair or invalidate the remaining Articles and/or paragraphs of this Agreement but shall be confined in its effect to the specific Article, sentences, clauses or parts of this Agreement held invalid or unenforceable, and the invalidity or unenforceability of any Article, sentence, clause or parts of this Agreement, in any one or more instance, shall not affect or prejudice in any way the validity of this Agreement in any other instance.
- 8.11 Conflict Resolution Between Documents. Lab hereby agrees and acknowledges if anything contained in the Lab's Response to the City's Request for Qualifications No. 2017-001, or in any other document prepared by Lab and included herein, is in conflict with the terms of this Agreement, which incorporates Exhibit A, and/or an approved Task Order, this Agreement and/or the Task Order shall take precedence and control to resolve said conflict.

CITY OF CORPUS CHRISTI

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

APPROVED AS TO LEGAL FORM

Assistant City Attorney Date

ATTEST

Rebecca Huerta, City Secretary

TOLUNAY-WONG ENGINEERS, INC.

Don R. Rokohl 11.21.17

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

Funding info is N/A at this time.
Funding info will be provided upon execution of Task Order No. 1.
Project Number N/A
Accounting Unit N/A
Account N/A
Activity N/A
Account Category N/A
Fund Name N/A

EXHIBIT A

TERMS AND CONDITIONS TO GEOTECHNICAL AND CONSTRUCTION MATERIALS 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.
- 1.5 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.
- 1.6 Consider reports to be confidential and distribute reports only to those persons, organizations or agencies specifically designated in writing by the City Engineer.
- 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.
- 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. INSURANCE REQUIREMENTS

- 5.1 Lab must not commence work under this agreement until all required insurance has been obtained and such insurance has been approved by the City. Lab must not allow any subcontractor to commence work until all similar insurance required of any subcontractor has been obtained.
- 5.2 Lab must furnish to the Director of Engineering Services with the signed agreement (or amendment) 2 copies of Certificates of Insurance (COI) with applicable policy endorsements showing the following minimum coverage by an insurance company(s) acceptable to the City's Risk Manager. **The City must be listed as an additional insured on the General Liability and Auto Liability policies, and a waiver of subrogation is required on all applicable policies. Endorsements must be provided with COI. Project name and or number must be listed in Description Box of COI.**

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

- 5.3 In the event of accidents of any kind related to this agreement, Lab must furnish the City with copies of all reports of any accidents within 10 days of the accident.
- 5.4 Applicable for paid employees, Lab must obtain workers' compensation coverage through a licensed insurance company. The coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The workers' compensation coverage provided must be in an amount sufficient to assure that all workers' compensation obligations incurred by the Lab will be promptly met. An All States Endorsement shall be required if Lab is not domiciled in the State of Texas.
- 5.5 Lab shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Lab'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. **Lab is required to provide City with renewal Certificates.**

- 5.6 Lab 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. Lab 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

- 5.7 **Lab agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:**

- (a) List the City and its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement, as respects operations, completed operation and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation policy and professional liability/Errors & Omissions policy;
- (b) 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;
- (c) Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and
- (d) 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.

- 5.8 Within five (5) calendar days of a suspension, cancellation, or non-renewal of coverage, Lab shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Lab'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.

- 5.9 In addition to any other remedies the City may have upon Lab'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 Lab to remove the exhibit hereunder, and/or withhold any payment(s) if any, which become due to Lab hereunder until Lab demonstrates compliance with the requirements hereof.

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

- 5.11 It is agreed that Lab'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.

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

ARTICLE 6. CLAIMS

- 6.1 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.
- 6.2 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 7. 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.

EXHIBIT B

SAMPLE TASK ORDER

This Task Order pertains to a Master Services Agreement for Geotechnical and Construction Materials Testing by and between City of Corpus Christi, Texas (City) and "Company Name" (Lab) dated _____, 2017 (Agreement). Lab shall perform services on the project described below as provided in this Task Order and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NO.:

PROJECT NAME: _____

1. PROJECT DESCRIPTION

2. SCOPE OF SERVICES

3. COMPENSATION

This Task Order is approved and Lab may proceed. All other terms and conditions of the Agreement remain in full force and effect.

CITY OF CORPUS CHRISTI

TOLUNAY-WONG ENGINEERS, INC.

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

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

PROPOSAL

Tolunay-Wong Engineers, Inc.

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

November 21, 2017

Mr. Jeffrey Edmonds, P.E.
Director of Engineering Services
City of Corpus Christi
1201 Leopard Street
Corpus Christi, Texas 78401

Ref: Proposal for Geotechnical Engineering and
Construction Materials Testing Services
Various City of Corpus Christi Projects
Corpus Christi, Texas
TWE Proposal No.: P17-C149R2

Dear Mr. Edmonds,

Tolunay-Wong Engineers, Inc. (TWE) is pleased to submit this proposal to provide geotechnical engineering and construction materials testing services for various City of Corpus Christi (City) projects. We understand that TWE will enter into a 2-year Master Services Agreement with the City for a not-to-exceed amount of \$800,000. Further, we understand that the services desired could include those presented on the attached Schedule of Fees. Any other services not presented on the Schedule of Fees but desired by the City would be performed by third party laboratory and charged at cost plus 15%.

If you have any questions regarding this proposal, please contact us at (361) 884-5050. We appreciate your consideration for this proposal and we look forward to working with the City on existing and future projects.

Sincerely,

TOLUNAY-WONG ENGINEERS, INC.

Texas Board of Professional Engineers Firm Registration Number F-000124



Don R. Rokohl, P.E.
Branch Manager

DRR/drr

Attachment: 1) City of Corpus Christi Schedule of Fees

Staff

| | |
|---|----------|
| Principal | \$200/hr |
| Senior Consultant..... | 195/hr |
| Consultant..... | 185/hr |
| Senior Project Manager | 170/hr |
| Geotechnical Project Manager | 150/hr |
| Field Services Manager | 120/hr |
| Field Services Supervisor..... | 65/hr |
| Senior Professional | 130/hr |
| Project Professional | 115/hr |
| Staff Professional | 95/hr |
| CMT Project Manager | 105/hr |
| Safety Manager | 115/hr |
| Safety Professional..... | 75/hr |
| Senior Technician..... | 70/hr |
| Senior Construction Materials Technician | 60/hr |
| Construction Materials Technician | 50/hr |
| Computer-Aided Draftsman..... | 75/hr |
| Administrative Assistant | 50/hr |
| Project Setup and Coordination (Industrial / Petrochemical) | 300/ea |

Transportation and Owned Equipment

| | |
|--|-----------|
| Vehicle (less than 120 mile trip)..... | \$75/trip |
| Mileage (over 120 mile trip) | 0.75/mi |
| Material Sample Pickup (within 50 mile radius) | 175/trip |
| Generator / Air Compressor | 80/day |
| Nuclear Density Gauge..... | 50/day |
| Handheld GPS Receiver | 45/day |
| Concrete Pulse Velocity Equipment..... | 175/day |
| Concrete Rebound Hammer | 75/day |
| Pile Driving Analyzer (PDA) | 600/day |
| Pile Integrity Tester (PIT)..... | 300/day |
| Sonic Logging Equipment (CHAMP) | 600/day |
| Dynamic Cone Penetrometer..... | 125/day |
| Field Vane Shear (hand held) | 50/day |
| Vibrating Wire Data Recorder | 120/day |
| Water Level Indicator..... | 30/day |
| Survey Level | 60/day |
| Downhole Vane Shear Device | 400/day |
| Electrical Resistivity Equipment..... | 550/day |
| Ground Penetrating Radar (GPR)..... | 800/day |
| Electro-Magnetic Equipment | 400/day |
| Field CBR Equipment..... | 350/day |
| Floor Flatness/Levelness Equipment | 300/day |



Geotechnical Laboratory Testing

Index Tests:

| | |
|---|---------|
| Water Content and Visual Classification (ASTM D 2216/2488)..... | \$15/ea |
| Plastic and Liquid Limits, 1-Point Method B (ASTM D 4318)..... | 50/ea |
| Plastic and Liquid Limits, 3-Point Method A (ASTM D 4318)..... | 65/ea |
| Density (ASTM D 2937)..... | 20/ea |
| Specific Gravity of Soil (ASTM D854)..... | 60/ea |

Grain-Size Tests:

| | |
|---|---------|
| Sieve Analysis, Through No. 200 Sieve (ASTM D 422)..... | \$60/ea |
| Additional Sieves Finer than No. 200..... | 10/ea |
| Percent Finer than No. 200 Sieve (ASTM D 1140)..... | 50/ea |
| Complete Grain Size Analysis including Hydrometer (ASTM D 422)..... | 110/ea |

Dispersive Soil Tests:

| | |
|---------------------------------------|----------|
| Double Hydrometer (ASTM D 4221)..... | \$200/ea |
| Pinhole Dispersion (ASTM D 4647)..... | 175/ea |
| Slake Test (Tex-102E)..... | 25/ea |
| Crumb Test (EM 1110-2-1906)..... | 25/ea |

Permeability Tests:

| | |
|--|----------|
| Constant Head Permeability (granular soils) (ASTM D 2434)..... | \$150/ea |
| Hydraulic Conductivity (cohesive soils) (ASTM D 5084)..... | 285/ea |
| Long-Term Permeability Testing (greater than 7 days)..... | 30/day |

Shrinkage Tests:

| | |
|--|---------|
| Linear (Bar) Shrinkage (Tex-107E)..... | \$60/ea |
| Volumetric Shrinkage (ASTM D4943)..... | 50/ea |

Other Tests:

| | |
|---|---------|
| Organic Content Ignition Oven Method (ASTM D 2974)..... | \$55/ea |
| Calcium Carbonate (ASTM D 4373)..... | 35/ea |
| Electrical Resistivity (ASTM G 57 / G187)..... | 55/ea |
| Thermal Conductivity (ASTM D 5334)..... | 300/ea |
| pH (Soil or Water) (ASTM G 51 / D 4972 / EPA 150.1)..... | 50/ea |
| Lime Series (Optimum Lime Content) – Plasticity Index Method (ASTM D 4318)..... | 325/ea |
| Lime Series (Optimum Lime Content) – pH Method (ASTM D 6276/C 977)..... | 200/ea |
| Soil Suction..... | 25/ea |

Strength Tests:

| | |
|---|----------|
| Hand Penetrometer..... | \$10/ea |
| Torvane..... | 15/ea |
| Unconfined Compression - Soil (ASTM D 2166)..... | 40/ea |
| Unconfined Compression – Stabilized Soils (ASTM D 1633)..... | 45/ea |
| Unconfined Compression – Rock (ASTM D 7012) (includes preparation)..... | 270/ea |
| Unconsolidated-Undrained Triaxial Compression (ASTM D 2850)..... | 60/ea |
| Consolidated-Undrained Triaxial Compression with Pore Water Pressure (ASTM D 4767)..... | 400/ea |
| Consolidated-Undrained Triaxial Compression – Multi-Staged (three specimens) (ASTM D 4767)..... | 1,200/ea |
| Consolidated-Drained Triaxial Compression (granular soils) (EM 1110-2-1906)..... | 400/ea |
| Consolidated-Drained Triaxial Compression (cohesive soils) (EM 1110-2-1906)..... | 750/ea |
| Consolidated-Drained Direct Shear (ASTM D 3080)..... | 400/ea |
| Consolidated-Drained Direct Shear – Multi-Specimen (three specimens) (ASTM D 3080)..... | 1200/ea |
| Miniature Vane Shear (ASTM D 4648)..... | 35/ea |



Volume Change Tests

| | |
|---|----------|
| One-Dimensional, Incremental Loading Consolidation (ASTM D 2435)..... | \$400/ea |
| with intermediate rebound and reload..... | 500/ea |
| additional load increments greater than 32 ksf..... | 40/ea |
| Constant Rate of Strain Consolidation (ASTM D4186)..... | 600/ea |
| Free Swell (ASTM D 4546)..... | 50/ea |
| Percent Swell (ASTM D 4546)..... | 100/ea |
| Percent Swell and Swell Pressure (ASTM D 4546)..... | 200/ea |
| Collapse Potential (ASTM D 5333)..... | 350/ea |

Test Variations:

| | |
|---|---------|
| Sample Preparation - Admixtures..... | \$50/ea |
| Hand Trimming Samples..... | 25/ea |
| Special Processing and Slaking of Soil (Dry or Overly Wet)..... | 35/ea |
| Corrosive or Reactive Test Fluids - add..... | 100/ea |
| Extrude Tube Samples and Visual Classification (ASTM D 2488)..... | 30/ea |
| Sample Tube Cutting..... | 20/cut |
| Mohr's Diagram Plot..... | 25/ea |
| Stress-Strain Plot..... | 20/ea |
| Confining Pressure Greater Than 140 psi..... | 50/ea |
| Sample Capping..... | 25/ea |
| Sample Compaction (Re-Molded Samples)..... | 50/ea |

Earthwork Tests:

| | |
|---|----------|
| Standard Compaction (Proctor) Effort (ASTM D 698)..... | \$160/ea |
| Modified Compaction (Proctor) Effort (ASTM D 1557)..... | 180/ea |
| Relative Density (ASTM D4253/ASTM D4254)..... | 300/ea |
| TxDOT Base Compaction Test (Tex-113E)..... | 190/ea |
| Soil Treatability Study Based on Strength..... | 1350/ea |
| Soil Treatability Study Based on Strength and Sulfate / Chloride Content..... | 1700/ea |
| Sample Preparation – Oversized Material (over ¾" particle size)..... | 45/ea |
| Sample Preparation – Soil Admixture..... | 50/ea |
| Sample Preparation – Large Mold (6 inch)..... | 40/ea |
| California Bearing Ratio - Single Point (ASTM D 1883)..... | 150/ea |
| California Bearing Ratio - Three Points (ASTM D1883)..... | 350/ea |
| TxDOT Triaxial Series per specimen (Tex-117E)..... | 110/ea |

Concrete, Aggregate, and Cementitious Materials Tests

Concrete Tests:

| | |
|---|---------------------|
| Laboratory Verification of Normal Weight Concrete Mixture..... | \$420/ea |
| Review of Concrete Mixture (ACI statistical analysis)..... | 175/ea |
| Compressive Strength of Concrete Cylinders-includes reserves not tested (ASTM C39)..... | 20/ea |
| Compressive Strength of Concrete Cylinders Cast by Others (minimum of 4)..... | 30/ea |
| Compressive Strength of Cementitious and Polymer Grout - Cylinder or Cube (ASTM C39, C109, C579)..... | 20/ea |
| Compressive Strength of Grout Prism (ASTM C1019)..... | 30/ea |
| Compressive Strength of Lightweight Concrete (ASTM C495)..... | 40/ea |
| Flexural Strength of Concrete Beams-includes reserves not tested (ASTM C78 / C293)..... | 45/ea |
| Compressive Strength of Concrete Cores (ASTM C42)..... | 50/ea |
| Concrete Coring Services..... | quoted upon request |
| Test for Bleeding of Concrete Mixture (ASTM C232)..... | 150/ea |
| Time of Setting of Concrete Mixture by Penetration (ASTM C403)..... | 125/ea |
| Calibration of Rebound Hammer using Compressive Strength Samples..... | 100/ea |

**Aggregate Tests:**

| | |
|---|---------|
| Sieve Analysis of Aggregate (ASTM C136)..... | \$70/ea |
| Unit Weight of Aggregate (ASTM C29) | 35/ea |
| Material in Aggregate Finer than No. 200 Sieve (ASTM C117)..... | 55/ea |
| Specific Gravity & Absorption of Aggregate (ASTM C127 and C128) | 100/ea |
| Organic Impurities of Fine Aggregate (ASTM C40)..... | 55/ea |
| Clay Lumps & Friable Particles in Aggregate (ASTM C142) | 55/ea |
| Lightweight Pieces in Aggregate (ASTM C123) | 225/ea |
| Flakiness Index (TEX 224-F)..... | 85/ea |
| Sulfate Soundness of Aggregate (ASTM C88)..... | 480/ea |
| Resistance to Degradation by LA Abrasion Apparatus (ASTM C131 and C535) | 550/ea |
| Sand Equivalency Test (ASTM D2419)..... | 150/ea |

Cement, Flyash, Mortar, and Grout Tests:

| | |
|---|----------|
| Time of Set of Cement (ASTM C191)..... | \$185/ea |
| Strength Activity Index of Slag, Flyash, or Cement (per series)..... | 375/ea |
| Compressive Strength of Cement - Laboratory Prepared (ASTM C109) | 225/ea |
| Potential Alkali Reactivity of Aggregates - mortar bar method (ASTM C1260) | 675/ea |
| Potential Alkali Reactivity of Cement and Aggregate - mortar bar method (ASTM C227) | 650/ea |
| Length Change of Concrete due to Alkali-Silica Reaction (ASTM C1293) | 750/ea |
| Potential Alkali-Silica Reaction of Combinations of Cement and Aggregate (ASTM C1567) | 700/ea |

Asphalt Tests:

| | |
|---|-------------|
| Mix Design Review | \$300.00/ea |
| Asphalt Cores | |
| Asphalt Coring | 100.00/ea |
| Asphalt Coring (minimum charge) | 375.00/trip |
| Core Length | 20.00/ea |
| Core Bulk Density (ASTM D 2726) | 55.00/ea |
| Molding of Hveem Specimens – Gyratory Method (three specimens/set) (Tex-206F) | 55.00/set |
| Hveem Stability (three specimens/set) (ASTM D 1560, Tex-208F) | 85.00/set |
| Extraction/Gradation – Ignition Method (Tex-236F; DOTD TR 323 and 309)..... | 250.00/ea |
| Specific Gravity (ASTM D 1188, Tex-207F; DOTD TR 304) | 65.00/ea |
| Maximum Theoretical Specific Gravity (ASTM D 2041, Tex-227F; DOTD TR 327) | 85.00/ea |
| Asphalt Content by Ignition Method (ASTM D 4125, Tex-236F; DOTD TR 323)..... | 75.00/ea |

Piling and Dynamic Test Analysis

| | |
|--|---------------|
| PDA Project Test Pile Report (does not include CAPWAP)..... | min. \$900/ea |
| PDA Project Test Pile Report - more than 12 piles (does not include CAPWAP) | 80/ea |
| PDA Re-Strike / Production Pile Test Report (does not include CAPWAP)..... | 150/ea |
| CAPWAP Analysis - Simple | 350/ea |
| PIT Report - Minimum (up to 20 piles tested)..... | 800/ea |
| PIT Report (more than 20 on one project)..... | 40/ea |
| WEAP Analysis | 900/ea |
| WEAP Analysis w/ Drivability Study | 1100/ea |
| Additional WEAP Analysis (same soil conditions/ different pile or hammer size) | 200/ea |

**Terms:**

1. Rates for personnel participating in legal assignments will be invoiced at 1.5 times the standard rates.
2. 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.
3. Field personnel and equipment are assessed on a portal-to-portal basis, with a minimum call-out charge of 4 hours for the performance of tests and inspections.
4. Project Manager and administrative time will be charged at a minimum rate of 1 hour for every 20 hours of billable field hours, although the actual hour's time spent will be applied to these services if reports are to be reviewed and transmitted more rapidly than our typical turnaround time. The typical turnaround time for field and laboratory test reports is approximately 3 to 5 working days from date of service. Administrative fees will be negotiated for demanding and technical projects dependent upon the required daily activities and submittals.
5. A minimum of 24 hours advance notice is requested for scheduling or canceling field inspection or testing services. Field work scheduled with less than 24 hours notice will be serviced subject to available personnel. Field work cancelled with less than 4 hours notice will be subject to the minimum charge.
6. All direct project expenses will be assessed at cost plus 15 percent.
7. Invoices are due and payable upon receipt. Invoices are delinquent if payment has not been received after 30 days from date of invoice and are subject to additional charges.
8. Laboratory testing that is requested on an expedited basis will be subject to a 50 percent surcharge. Typical laboratory test turnaround time for standard Construction Materials tests (i.e. Proctor, Plasticity Index, Sieve Analysis) is approximately 48 to 72 hours.
9. Contaminated samples that require special handling will be subject to a 100 percent surcharge. Client will be responsible for the proper disposal of contaminated samples.
10. All samples will be discarded at least 60 days after completion of report, unless directed otherwise by Client in writing.
11. Drilling and sampling, and CPT Service costs will be provided upon request on a "per site" basis.

DISCLOSURE OF INTEREST FORM



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: Tolunay-Wong Engineers, Inc.

P. O. BOX: N/A

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 | 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 | |
| | |
| | |
| | |

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

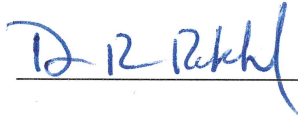
I certify that all information provided is true and correct as of the date of this statement, that I have not knowingly withheld disclosure of any information requested; and that supplemental statements will be promptly submitted to the City of Corpus Christi, Texas as changes occur.

Certifying Person: Don R. Rokohl

(Type or Print)

Title: Branch Manager

Signature of Certifying Person:



Date: November 13, 2017

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.

FORM 1295 CERTIFICATE OF INTERESTED PARTIES

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2017-283376

Date Filed:
11/13/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Tolunay-Wong Engineers, Inc.
Corpus Christi, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Corpus Christi

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

17101A
Geotechnical Engineering and Construction Materials Testing Services

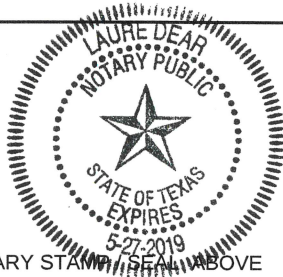
| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|--------------------------|--|--|--------------|
| | | | Controlling | Intermediary |
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5 Check only if there is NO Interested Party.



6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



AFFIX NOTARY STAMP HERE

Don R. Rokohl

Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Don R. Rokohl, this the 17 day of November, 2017, to certify which, witness my hand and seal of office.

Laure Dear
Signature of officer administering oath

Laure Dear
Printed name of officer administering oath

Office Administrator
Title of officer administering oath