

# CITY OF CORPUS CHRISTI

## MASTER SERVICES AGREEMENT GEOTECHNICAL AND CONSTRUCTION MATERIALS TESTING Project No. 17099A

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 Professional Service Industries, Inc., a Texas Corporation, 810 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](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

**PROFESSIONAL SERVICE INDUSTRIES, INC.**

  
\_\_\_\_\_  
Henry Galindo, P. E.                      Date  
Branch Manager  
810 South Padre Island Drive  
Corpus Christi, TX 78416  
(361) 854-4801 Office  
henry.galindo@psiusa.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
<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 \$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**

**PROFESSIONAL SERVICE INDUSTRIES, INC.**

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

\_\_\_\_\_  
Henry Galindo, P. E.                      Date  
Branch Manager  
810 South Padre Island Drive  
Corpus Christi, TX 78416  
(361) 854-4801 Office  
henry.galindo@psiusa.com

# PROPOSAL



November 13, 2017 (Revised November 21, 2017)

**City of Corpus Christi  
Engineering Services**

1201 Leopard Street  
Corpus Christi, Texas 78401

Attn: Mr. Cesar Moran  
Email: CesarM@cctexas.com  
Phone: (361) 826-3724

Re: Proposal for Geotechnical and Construction Materials Testing and Observation Services  
**2018/2019 City of Corpus Christi Master Service Agreement**  
Corpus Christi, TX

Dear Mr. Moran:

Professional Service Industries, Inc. (PSI) would like to express our interest in the above referenced Master Service Agreement, and is pleased to submit this unit fee proposal for performing the Geotechnical and Construction Materials Testing and Observation Services under a Master Service Agreement with the City of Corpus Christi for various city projects for the years 2018 & 2019.

PSI proposes to provide experienced, technical personnel to perform geotechnical services and construction materials and testing services as scheduled by your representative and in general accordance with project specifications. PSI has the technical capabilities, personnel and equipment resources, and local expertise to provide you with geotechnical and materials testing and observation services. PSI has licensed, registered, and certified professionals, and offers the comfort of using one of America's largest and respected engineering companies.

PSI proposed to perform the geotechnical and construction materials and testing services based upon the attached schedule of services and fees. PSI's fees will be determined by the actual amount of technical time and materials expended on the proposed various projects and the amount of laboratory testing performed. We understand PSI's total fees for the various city projects for years 2018 and 2019 under the Master Service Agreement are not to exceed **\$800,000.00**. We will commence work upon receipt of a fully executed copy of the Master Service Agreement with the City of Corpus Christi.

We look forward to providing our services during construction of the above referenced projects. Please do not hesitate to contact our office with any questions or concerns.

Respectfully submitted,

**Professional Service Industries, Inc.**

Henry Galindo, P.E.  
Branch Manager

Felix Ovalle  
Project Manager  
Construction Services

Attachments: Schedule of Services and Fees



## ***SCHEDULE OF SERVICES AND FEES FOR CONSTRUCTION MATERIALS TESTING***

Construction Services – Corpus Christi, TX

Effective January 1<sup>st</sup>, 2017

### **SOILS**

Laboratory testing of soils, delivered to our laboratory, in accordance with ASTM or AASHTO procedures and project specifications.

Moisture/Density Relationship of Soil (Proctor Test):

a. ASTM D-698 (Standard) .....	Each	\$ 150.00
b. ASTM D-1557 (Modified) .....	Each	\$ 175.00
Atterberg Limits Determination (PI) .....	Each	\$ 65.00
Sieve Analysis including Percent Passing No. 200 Sieve .....	Each	\$ 50.00
Laboratory Lime Series .....	Each	\$ 325.00
Sample Preparation for Laboratory Samples .....	Each	\$ 50.00

### **CONCRETE and AGGREGATES**

Laboratory testing of concrete, grout, mortar and aggregates in accordance with ASTM procedures and project specifications.

Concrete Cylinders (Cured and/or Tested in Compression, 4x8) .....	Each	\$ 15.00
Concrete Cylinders (Cured and/or Tested in Compression, 6x12) .....	Each	\$ 19.00
Concrete Cylinders (Cured and/or Tested in Compression, Client Made) .....	Each	\$ 35.00
Concrete Beams (Cured and/or Tested in Flexure) .....	Each	\$ 35.00
Concrete Cores (Trim, Cap and Compressive Strength) .....	Each	\$ 50.00
Laboratory Thickness Determination of Concrete Cores .....	Each	\$ 15.00
Sieve Analysis of Coarse Aggregates .....	Each	\$ 85.00
Sieve Analysis of Fine Aggregates .....	Each	\$ 75.00

### **ASPHALT**

Laboratory testing of asphaltic samples delivered to our laboratory, in accordance with ASTM procedures and project specifications

Extraction and Gradation .....	Each	\$ 180.00
Density and Thickness of Field Cores .....	Each	\$ 75.00
Maximum Theoretical Specific Gravity (Rice Method) .....	Each	\$ 90.00

### **MASONRY**

Laboratory testing of masonry samples delivered to our laboratory, in accordance with ASTM procedures and project specifications

Grout Prisms (Cured and/or Tested in Compression) .....	Each	\$ 20.00
Mortar Cubes (Cured and/or Tested in Compression) .....	Each	\$ 15.00

**FIELD TESTING AND OBSERVATION SERVICES**

Engineering Technician (To perform field testing of concrete, slump, air content, temperature, unit weight, cast concrete cylinders, concrete coring, masonry testing).....	Per Hour	\$ 40.00
Senior Level Engineering Technician (To perform field density testing, observation of drilled piers and foundations, post-tension stressing, floor flatness, and proof rolling observation) .....	Per Hour	\$ 46.00
Reinforcing Steel Technician (To perform reinforcing steel observations, pre-pour inspections).....	Per Hour	\$ 46.00
Structural Steel Technician (To perform visual weld observation, bolting inspection, shear stud verification, NDE of welds, and fabrication shop observation) .....	Per Hour	\$ 80.00
Sample/Cylinder Pickup (Technician, Trip, and Report Review) .....	Each	\$ 150.00
Professional Engineer (Site visits, consultation, special reports) .....	Per Hour	\$ 130.00

**MANAGEMENT/TECHNICAL SERVICES**

Management services for contract administration, scheduling/supervision of personnel and report review .....	Per Hour	\$ 30.00
Final Special Inspections Letter.....	Per Report	\$ 450.00
Project Setup Fee .....	Each	\$ 80.00

**EQUIPMENT**

Nuclear Density Gauge.....	Per Trip	\$ 65.00
Daily Equipment Charge.....	Per Trip	\$ 65.00
Field gradations .....	Each	\$ 65.00
Floor vapor emission test kits .....	Per Kit	\$ 40.00
Coring Machine and Generator .....	Per Day	\$ 250.00
Core hole patching.....	Per Hole	\$ 10.00
Floor Flatness .....	Lump Sum	\$ 720.00
Vehicle Charge Minimum.....	Per Trip	\$ 50.00



**2017 STANDARD SCHEDULE OF GEOTECHNICAL FEES****Mobilization and Demobilization**

Truck Rig Mobilization (Corpus Christi Area) .....	Each	\$	350.00
All-Terrain Vehicle (Min. Daily Charge \$500.00) .....	Per Mile	\$	6.25
One Ton Flatbed w/250 Gallon Water Tank (Min. Daily Charge \$110.00).....	Per Mile	\$	3.50
Pickup Truck (Min. Daily Charge \$55.00) .....	Per Mile	\$	2.00

**Drilling Services**

Drilling Rig & 2-Man Crew .....	Per Hour	\$	235.00
Drilling Rig & 3-Man Crew .....	Per Hour	\$	300.00

**Standby**

Drilling Rig & 2-Man Crew .....	Per Hour	\$	240.75
Drilling Rig & 3-Man Crew .....	Per Hour	\$	305.00
Drilling Rig & Crew Minimum Daily Rate, (8 hours) .....	Per Day	\$	2,350.00

**Truck Rig**

Drilling & Sampling Footage Rates, 0-50 ft. (Intermittent – 5' Intervals) .....	Per Foot	\$	16.00
Drilling & Sampling Footage Rates, 50-100 ft. (Intermittent – 5' Intervals) .....	Per Foot	\$	19.00
Drilling & Sampling Footage Rates, 100-150 ft. (Intermittent – 5' Intervals) .....	Per Foot	\$	25.00
Hollow Stem Augers Drilling & Sampling Footage Rates, 0-40 ft. ....	Per Foot	\$	16.50
Hollow Stem Augers Drilling & Sampling Footage Rates, 40-75ft. ....	Per Foot	\$	18.25

**Truck Rig**

Drilling & Sampling Continuous Footage Rates, 0-50 ft. ....	Per Foot	\$	17.50
Drilling & Sampling Continuous Footage Rates, 50-100 ft. ....	Per Foot	\$	21.00
Drilling & Sampling Continuous Footage Rates, 100-150 ft. ....	Per Foot	\$	27.00

**Track ATV Drill Rig**

Drilling & Sampling Footage Rates, 0-40 ft. (Intermittent – 5' Intervals) .....	Per Foot	\$	17.00
Drilling & Sampling Footage Rates, 40-100 ft. (Intermittent – 5' Intervals) .....	Per Foot	\$	20.00

**Track ATV Drill Rig**

Drilling & Sampling Continuous Footage Rates, 0-50 ft. ....	Per Foot	\$	18.50
Drilling & Sampling Continuous Footage Rates, 50-100 ft. ....	Per Foot	\$	22.00

**Additional Services**

Hand Auger Drilling and Sampling .....	Per Hour	\$	155.00
Backfilling Boreholes with Bentonite Chips .....	Per Foot	\$	5.00
Grouting Boreholes with Cement/Bentonite Grout .....	Per Foot	\$	6.00
Compressor for air rotary drilling .....	Per Day	\$	350.00
Open Standpipe Piezometer (Installation and Supplies) .....	Per Foot	\$	47.00
Vibrating Wire Piezometer (Installation only) .....	Per Foot	\$	31.00
Inclinometer Installation .....	Per Foot	\$	58.00
4" Piezometer Protector Post .....	Each	\$	250.00
6" Piezometer Protector Post. ....	Each	\$	270.00
Steam Cleaner .....	Day	\$	210.00
Drums .....	Each	\$	60.00
Decon Augers .....	Day	\$	500.00
Supplies to Repair/Install Piezometers .....	At Cost Plus 20%		
Piezometer Development (washing & purging) .....	Each	\$	250.00
Water Level Indicator .....	Day	\$	80.00

**2017 STANDARD SCHEDULE OF GEOTECHNICAL LABORATORY FEES**

Visual Classification (ASTM D 2487 or D 2488)	Each Sample	\$ 4.00
Hand Penetrometer	Per Test	\$ 5.00
Torvane	Per Test	\$ 5.00
Miniature Vane Shear (ASTM D 4648)	Per Test	\$ 30.00
Moisture Content Test (ASTM D 2216)	Per Test	\$ 6.00
Moisture Content & Classification	Each Sample	\$ 10.50
Density Determination on Shelby Tube samples (ASTM D 7263)	Each Sample	\$ 25.00
Atterberg Limit Determination (ASTM D 4318)	Per Test	\$ 60.00
Percent Passing #200 Sieve (ASTM D 1140)	Per Test	\$ 50.00
Sieve Analysis (ASTM D 422)	Per Test	\$ 78.00
Hydrometer Analysis (ASTM D 422)	Per Test	\$ 195.00
Unconfined Compressive Strength (ASTM D 2166)	Per Test	\$ 48.00
Unconsolidated Undrained Triaxial Compression (ASTM D2850)	Per Test	\$ 80.00
Direct Shear Test (Per Vertical Stress Point) (ASTM D 3080)	Per Test	\$ 185.00
Consolidated Undrained with Pore Pressure Measurements (Includes backpressure saturation)		
(a) Consolidation and shearing of each sample; (ASTM D 4767), 3 specimens-3 pressures	Per Test	\$ 1,200.00
(b) Consolidation and shearing of each sample; (ASTM D 4767), 1 specimens, 1 pressure	Per Test	\$ 375.00
(c) Three consolidation stages; (non ASTM; standard industry practice)	Per Test	\$ 650.00
One Dimensional Consolidation (ASTM D 2435/D2435M)		
(a) 8 Loadings & 3 unloading increments	Per Test	\$ 475.00
(b) Each additional loading/unloading	Per Load	\$ 50.00
One Dimensional Swell (ASTM D 4546)		
(a) Method A (wetting after loading tests on multiple specimens)	Per Test	\$ 350.00
(b) Method B (single point wetting after loading test on a single specimen)	Per Test	\$ 175.00
(c) Method C (loading after wetting test)	Per Test	\$ 550.00
Moisture-Density Relationship		
ASTM D-698 and D-1557, Method B	Per Test	\$ 165.00
ASTM D-698 and D-1557, Method C	Per Test	\$ 180.00
Relative Density Determination	Per Test	\$ 175.00
California Bearing Ratio (ASTM D1883) (Does not include M-D relationship)	Per Test	\$ 250.00
Permeability Testing:		
Triaxial Cell Method (ASTM D 5084)	Per Test	\$ 400.00
Falling Head Rigid Wall (Consolidometer Technique) (COE 110-2-1906)	Per Test	\$ 170.00
Constant Head for Granular Soils (ASTM D 2434)	Per Test	\$ 200.00
Pinhole Dispersion Hole (ASTM D4647)	Per Test	\$ 225.00
Crumb Test (ASTM D6572)	Per Test	\$ 50.00
Organic Content (ASTM D 2974)	Per Test	\$ 80.00
Specific Gravity (ASTM D 854)	Per Test	\$ 80.00
Degree of Saturation (calculated) (requires spec. gravity)	Each Sample	\$ 10.00
Porosity (calculated) (requires spec. grav.)	Each Sample	\$ 10.00
Laboratory Electrical Resistivity (ASTM G57/Tex 129-E)	Per Test	\$ 150.00
pH (ASTM D4972) (single sample)	Per Test	\$ 45.00
Soluble Chlorides (EPA 300)	Per Test	\$ 95.00
Soluble Sulphates (ASTM C1580/Tex 145-E)	Per Test	\$125.0/95.0
Sample Preparation (Remolded sample – Using Proctor Mold)	Each Sample	\$ 80.00

## 2017 STANDARD SCHEDULE OF PROFESSIONAL/TECHNICAL STAFF FEES

### DESCRIPTION

Chief Engineer .....	Per Hour \$185.00
Regional Engineer//Principal Consultant.....	Per Hour \$175.00
Senior Engineer .....	Per Hour \$150.00
Project Engineer .....	Per Hour \$125.00
Project Manager .....	Per Hour \$100.00
Staff Engineer .....	Per Hour \$95.00
Drafting/CAD .....	Per Hour \$75.00
Geotechnician .....	Per Hour \$65.00
Clerical .....	Per Hour \$60.00
Hotel/Per Diem(per person).....	Per Night\$175.00

## DISCLOSURE OF INTEREST FORM



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:** Professional Service Industries

**P. O. BOX:** N/A

**STREET ADDRESS:** 810 S. Padre Island Drive **CITY:** Corpus Christi **ZIP:** 78416-2506

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	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	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	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	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.

<b>Certifying Person:</b>	<b>Henry Galindo, P.E.</b>	<b>Title:</b>	<b>Branch Manager</b>
	(Type or Print)		
<b>Signature of Certifying Person:</b>		<b>Date:</b>	<b>11/15/2017</b>

### 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:  
2017-284497

Date Filed:  
11/15/2017

Date Acknowledged:

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

Professional Service Industries, 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.

17099A

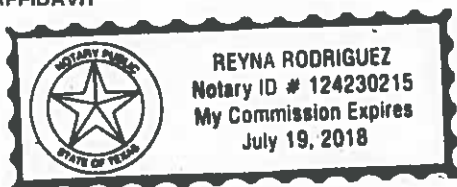
Geotechnical Engineering Services and Construction Materials Testing

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Campbell, Gavin	Arlington Heights, IL United States	X	
	Tiemann, Gregg	Arlington Heights, IL United States	X	
	Dayton, Doug	Arlington Heights, IL United States	X	
	Andrews, Todd	Arlington Heights, IL United States	X	
	Gigsby, Michael	Houston, TX United States	X	

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.



*[Signature]*  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Henry Galindo, this the 15<sup>th</sup> day of November, 20 17, to certify which, witness my hand and seal of office.

*[Signature]*  
Signature of officer administering oath

Reyna Rodriguez  
Printed name of officer administering oath

Administrative Assistant  
Title of officer administering oath