

CITY OF CORPUS CHRISTI
Amendment No. 1 to the
CONTRACT FOR PROFESSIONAL SERVICES

**FOR PROJECT (No./Name) E10144 - O.N. STEVENS WTP ON-SITE HYPOCHLORITE
GENERATION (A.K.A. CHLORINE STORAGE AND HANDLING FACILITIES IMPROVEMENTS)**

The City of Corpus Christi, a Texas home rule municipal corporation, P.O. Box 9277, Corpus Christi, Nueces County, Texas 78469-9277 (City) acting through its duly authorized City Manager or Designee (Director) and Hazen and Sawyer, a New York corporation with a Corpus Christi office, 5626 S. Staples Street, Corpus Christi, Nueces County, Texas 78411, (Consultant), hereby agree as follows:

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ARTICLE I – SCOPE OF SERVICES

1.1 The Consultant shall provide to Engineering Services its Scope of Services, to be incorporated herein and attached to this Agreement as **Exhibit A**. The Scope of Services shall include all associated services required for Consultant to provide such Services, pursuant to this Agreement, and any and all Services that would normally be required by law or common due diligence in accordance with the standard of care defined in Article XIII of this Agreement. The approved Scope of Services defines the services to be performed by Consultant under this Agreement.

1.2 Consultant shall follow City Codes and Standards effective at the time of the execution of the contract. At review milestones, the Consultant and City will review the progress of the plans to ensure that City Codes and Standards are followed unless specifically and explicitly excluded from doing so in the approved Scope of Services attached as **Exhibit A**. A request made by either party to deviate from City standards after the contract is executed must be in writing.

1.3 Consultant shall provide labor, equipment and transportation necessary to complete all services agreed to hereunder in a timely manner throughout the term of the Agreement. Persons retained by Consultant to perform work pursuant to this Agreement shall be employees or subconsultants of Consultant. Upon request, Consultant must provide City with a list of all subconsultants that includes the services performed by subconsultant and the % of work performed by subconsultant (in dollars). Changes in Consultant's proposed team as specified in the SOQ or Scope of Services must be agreed to by the City in writing.

1.4 Consultant shall not begin work on any phase/task authorized under this Agreement until they are briefed on the scope of the Project and are notified in writing to proceed. If the scope of the Project changes, either Consultant or City may request a review of the changes with an appropriate adjustment in compensation.

1.5 Consultant will provide monthly status updates (project progress or delays) in the format requested by the City with each monthly invoice.

1.6 For design services, Consultant agrees to render the professional services necessary for the advancement of the Project through Final Completion of the Construction Contract. Consultant acknowledges and accepts its responsibilities, as defined and described in City's General Conditions for Construction Contracts, excerpt attached as **Exhibit D**.

1.6.1 The Consultant agrees to serve as the City's Designer as defined in the General Conditions and will consult and advise the City on matters related to the Consultant's Scope of Services during the performance of the Consultant's services.

1.6.2 The Consultant agrees to prepare plans, specification, bid and contract documents and to analyze bids and evaluate the documents submitted by bidders.

1.6.3 The Consultant agrees to assist the City in evaluating the qualifications of the prospective contractors, subcontractors and suppliers.

1.7 For projects that require subsurface utility investigation:

1.7.1 The Consultant agrees to prepare and submit to the City prior to the 60% submittal a signed and sealed report identifying all utilities within the project area at the Quality Level specified in **Exhibits A and A-4**. It is assumed that all utilities will be identified using Quality Level A exploratory excavation unless stated otherwise.

1.7.2 Utilities that should be identified include but are not limited to utilities owned by the City, local franchises, electric companies, communication companies, private pipeline companies and 3rd party owners/operators.

1.8 For project with potential utility conflicts:

1.8.1 The Consultant agrees to coordinate the verification and resolution of all potential utility conflicts.

1.8.2 The Consultant agrees to prepare and submit a monthly Utility Coordination Matrix to the City.

1.9 The Consultant agrees to complete the Scope of Services in accordance with the approved project schedule and budget as defined in **Exhibit A**, including completing the work in phases defined therein.

ARTICLE II – QUALITY CONTROL

2.1 The Consultant agrees to perform quality assurance-quality control/constructability reviews (QCP Review). The City reserves the right to retain a separate consultant to perform additional QCP services for the City.

2.2 The Consultant will perform QCP Reviews at intervals during the Project to ensure deliverables satisfy applicable industry quality standards and meet the requirements of the Project scope. Based on the findings of the QCP Review, the Consultant must reconcile the Project Scope and the Opinion of Probable Cost (OPC), as needed.

2.3 Final construction documents that do not meet City standards in effect at the time of the execution of this Agreement may be rejected. If final construction documents are found not to be in compliance with this Agreement, Consultant will not be compensated for having to resubmit documents.

ARTICLE III – COMPENSATION

3.1 The Compensation for all services (Basic and Additional) included in this Agreement and in the Scope of Services for this Agreement shall not exceed **\$914,100.00 for a total restated fee of \$963,600.00.**

3.2 The Consultant's fee will be on a lump sum or time and materials (T&M) basis as detailed in **Exhibit A** and will be full and total compensation for all services and for all expenses incurred in performing these services. Consultant shall submit a Rate Schedule with their proposal. City and Consultant agree that the Rate Schedule is considered confidential information that may be excluded from public disclosure under Texas Government Code Chapter 552 as determined by the Texas Attorney General.

3.3 The Consultant agrees to complete the Scope of Services in accordance with the approved project schedule and budget as defined in **Exhibit A**, including completing the work in phases defined therein.

3.4 The Director of Engineering Services may request the Consultant to undertake additional services or tasks provided that no increase in fee is required. Services or tasks requiring an increase of fee will be mutually agreed and evidenced in writing as an amendment to this contract. Consultant shall notify the City within three (3) days of notice if tasks requested requires an additional fee.

3.5 Monthly invoices will be submitted in accordance with the Payment Request as shown in **Exhibit B**. Each invoice will include the Consultant's estimate of the proportion of the contracted services completed at the time of billing. For work performed on a T&M Basis, the invoice shall include documentation that shows who worked on the Project, the number of hours that each individual worked, the applicable rates from the Rate Schedule and any reimbursable expenses associated with the work. City will make prompt monthly payments in response to Consultant's monthly invoices in compliance with the Texas Prompt Payment Act.

3.6 Principals may only bill at the agreed hourly rate for Principals (as defined in the Rate Schedule) when acting in that capacity. Principals acting in the capacity of staff must bill at applicable staff rates.

3.7 Consultant certifies that title to all services covered by a Payment Request shall pass to City no later than the time of payment. Consultant further certifies that, upon submittal of a Payment Request, all services for which

Payment Requests have been previously issued and payments received from City shall, to the best of Consultant's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of Consultant or other persons or entities making a claim by reason of having provided labor or services relating to this Agreement. **CONSULTANT SHALL INDEMNIFY AND HOLD CITY HARMLESS FROM ANY LIENS, CLAIMS, SECURITY INTERESTS OR ENCUMBRANCES FILED BY ANYONE CLAIMING BY, THROUGH OR UNDER THE ITEMS COVERED BY PAYMENTS MADE BY CITY TO CONSULTANT.**

3.8 The final payment due hereunder shall not be paid until all reports, data and documents have been submitted, received, accepted and approved by City. Final billing shall indicate "Final Bill – no additional compensation is due to Consultant."

3.9 City may withhold compensation to such extent as may be necessary, in City's opinion, to protect City from damage or loss for which Consultant is responsible, because of:

3.9.1 delays in the performance of Consultant's work;

3.9.2 failure of Consultant to make payments to subconsultants or vendors for labor, materials or equipment;

3.9.3 damage to City; or

3.9.4 persistent failure by Consultant to carry out the performance of its services in accordance with this Agreement.

3.10 When the above reasons for withholding are removed or remedied by Consultant, compensation of the amount withheld shall be made within 30 days. City shall not be deemed in default by reason of withholding compensation as provided under this Agreement.

3.11 In the event of any dispute(s) between the Parties regarding the amount properly compensable for any phase or as final compensation or regarding any amount that may be withheld by City, Consultant 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 Consultant does not initiate and follow the claims procedures as required by the terms of this Agreement, any such claim shall be waived.

3.12 Request of final compensation by Consultant shall constitute a waiver of claims except those previously made in writing and identified by Consultant as unsettled at the time of final Payment Request.

3.13 All funding obligations of the City under this Agreement are subject to the appropriation of funds in its annual budget. The City may direct the Consultant to suspend work pending receipt and appropriation of funds. The right to suspend work under this provision does not relieve the City of its obligation to make payments in accordance with section 3.5 above for services provided up to the date of suspension.

ARTICLE IV – TIME AND PERIOD OF SERVICE

4.1 This Agreement shall be effective upon the signature of the City Manager or designee (Effective Date).

4.2 ~~This service shall be for a period of _____ years beginning on the Effective Date. The Agreement may be renewed for up to _____ one-year 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.~~

4.3 The Consultant agrees to begin work on those authorized Services for this contract upon receipt of the Notice to Proceed from the Director of Engineering Services. Work will not begin on any phase or any Additional

Services until requested in writing by the Consultant and written authorization is provided by the Director of Engineering Services.

4.4 Time is of the essence for this Agreement. Consultant shall perform and complete its obligations under this Agreement in a prompt and continuous manner so as to not delay the Work for the Project, in accordance with the schedules approved by City. The Consultant and City are aware that many factors may affect the Consultant's ability to complete the services to be provided under this agreement. The Consultant must notify the City within ten business days of becoming aware of a factor that may affect the Consultant's ability to complete the services hereunder.

4.5 City shall perform its obligations of review and approval in a prompt and continuous manner so as to not delay the project.

4.6 This Agreement shall remain in force for a period which may reasonably be required for completion of the Project, including any extra work and any required extensions thereto, unless terminated as provided for in this Agreement. For construction design services, "completion of the Project" refers to acceptance by the City of the construction phase of the Project, i.e., Final Completion.

ARTICLE V – OPINIONS OF COST

5.1 The Opinion of Probable Cost (OPC) is computed by the Consultant and includes the total cost for construction of the Project.

5.2 The OPC does not include the cost of the land, rights-of-way or other costs which are the responsibility of the City.

5.3 Since Consultant has no control over a construction contractor's cost of labor, materials or equipment, or over the contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant's opinions of probable Project Cost or Construction Cost provided herein are to be made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as a design professional familiar with the construction industry, but Consultant cannot and does not guarantee proposals, bids or the construction cost shall not vary from the OPC prepared by Consultant.

ARTICLE VI – INSURANCE REQUIREMENTS

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

6.2 Insurance Requirements are shown in **EXHIBIT C**.

ARTICLE VII – INDEMNIFICATION

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

Consultant shall defend Indemnatee, with counsel satisfactory to the City Attorney, from and against any and all claims, damages, liabilities or costs, including reasonable attorney fees and court costs, if the claim is not based wholly or partly on the negligence of, fault of or breach of contract by Indemnatee. If a claim is based wholly or partly on the negligence of, fault of or breach of contract by Indemnatee, the Consultant shall reimburse the City's reasonable attorney's fees in proportion to the Consultant's liability.

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

ARTICLE VIII – TERMINATION OF AGREEMENT

8.1 By Consultant:

8.1.1 The City reserves the right to suspend this Agreement at the end of any phase for the convenience of the City by issuing a written and signed Notice of Suspension. The Consultant may terminate this Agreement for convenience in the event such suspension extends for a period beyond 120 calendar days by delivering a Notice of Termination to the City.

8.1.2 The Consultant must follow the Termination Procedure outlined in this Agreement.

8.2 By City:

8.2.1 The City may terminate this agreement for convenience upon seven days written notice to the Consultant at the address of record.

8.2.2 The City may terminate this agreement for cause upon ten days written notice to the Consultant. If Consultant begins, within three days of receipt of such notice, to correct its failure and proceeds to diligently cure such failure within the ten days, the agreement will not terminate. If the Consultant again fails to perform under this agreement, the City may terminate the agreement for cause upon seven days written notice to the Consultant with no additional cure period. If the City terminates for cause, the City may reject any and all proposals submitted by Consultant for up to two years.

8.3 Termination Procedure

8.3.1 Upon receipt of a Notice of Termination and prior to the effective date of termination, unless the notice otherwise directs or Consultant takes action to cure a failure to perform under the cure period, Consultant shall immediately begin the phase-out and discontinuance of all services in connection with the performance of this Agreement. Within 30 calendar days after receipt of the Notice of Termination, unless Consultant has successfully cured a failure to perform, Consultant shall submit a statement showing in detail the services performed under this Agreement prior to the effective date of termination. City retains the option to grant an extension to the time period for submittal of such statement.

8.3.2 Consultant shall submit all completed and/or partially completed work under this Agreement, including but not limited to specifications, designs, plans and exhibits.

8.3.3 Upon receipt of documents described in the Termination Procedure and absent any reason why City may be compelled to withhold fees, Consultant will be compensated for its services based upon a Time & Materials calculation or Consultant and City's estimate of the proportion of the total services actually completed at the time of termination. There will be no compensation for anticipated profits on services not completed.

8.3.4 Consultant acknowledges that City is a public entity and has a duty to document the expenditure of public funds. The failure of Consultant to comply with the submittal of the statement and documents, as required above, shall constitute a waiver by Consultant of any and all rights or claims to payment for services performed under this Agreement.

ARTICLE IX – RIGHT OF REVIEW AND AUDIT

9.1 Consultant grants City, or its designees, the right to audit, examine or inspect, at City's election, all of Consultant's records relating to the performance of the Work 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. Consultant 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.

9.2 Consultant's records include any and all information, materials and data of every kind and character generated as a result of and relevant to the Work under this Agreement (Consultant's Records). 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, and any and all other agreements, sources of information and matters that may, in City's and Consultant's reasonable judgment, have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any Agreement Documents.

9.3 City agrees that it shall exercise the right to audit, examine or inspect Consultant's Records only during Consultant's regular business hours. Consultant agrees to allow City's designee access to all of Consultant's Records, Consultant's facilities and Consultant's current employees, deemed necessary by City or its designee(s), to perform such audit, inspection or examination. Consultant also agrees to provide adequate and appropriate work space necessary to City or its designees to conduct such audits, inspections or examinations.

9.4 Consultant shall include this audit clause in any subcontractor, supplier or vendor contract.

ARTICLE X – OWNER REMEDIES

10.1 The City and Consultant agree that in the event the City suffers actual damages, the City may elect to pursue its actual damages and any other remedy allowed by law. This includes but is not limited to:

10.1.1 Failure of the Consultant to make adequate progress and endanger timely and successful completion of the Project, which includes failure of subconsultants to meet contractual obligations;

10.1.2 Failure of the Consultant to design in compliance with the laws of the City, State and/or federal governments, such that subsequent compliance costs exceed expenditures that would have been involved had services been properly executed by the Consultant.

10.1.3 Losses are incurred because of errors and/or omissions in the design, working drawings, specifications or other documents prepared by the Consultant to the extent that the financial losses are greater than the City would have originally paid had there not been errors and/or omissions in the documents.

10.2 When the City incurs non-value added work costs for change orders due to design errors and/or omissions, the City will send the Consultant a letter that includes:

- (1) Summary of facts with supporting documentation;
- (2) Instructions for Consultant to revise design documents, if appropriate, at Consultant's expense;
- (3) Calculation of non-value added work costs incurred by the City; and

(4) Deadline for Consultant's response.

10.3 The Consultant may be required to revise bid documents and re-advertise the Project at the Consultant's sole cost if, in the City's judgment, the Consultant generates excessive addenda, either in terms of the nature of the revision or the actual number of changes due to the Consultant's errors or omissions.

10.4 The City may withhold or nullify the whole or part of any payment as detailed in Article III.

ARTICLE XI – CONSULTANT REMEDIES

11.1 If Consultant is delayed due to uncontrollable circumstances, such as strikes, riots, acts of God, national emergency, acts of the public enemy, governmental restrictions, laws or regulations or any other causes beyond Consultant's and City's reasonable control, an extension of the Project schedule in an amount equal to the time lost due to such delay shall be Consultant's sole and exclusive remedy. The revised schedule should be approved in writing with a documented reason for granting the extension.

11.2 The City agrees that the Consultant is not responsible for damages arising from any cause beyond Consultant's reasonable control.

11.3 If Consultant requests a remedy for a condition not specified above, Consultant must file a Claim as provided in this Agreement.

ARTICLE XII – CLAIMS AND DISPUTE RESOLUTION

12.1 Filing of Claims

12.1.1 Claims arising from the circumstances identified in this Agreement or other occurrences or events, shall be made by Written Notice delivered by the party making the Claim to the other party within twenty-one (21) calendar days after the start of the occurrence or event giving rise to the Claim and stating the general nature of the Claim.

12.1.2 Every Claim of Consultant, whether for additional compensation, additional time or other relief, shall be signed and sworn to by a person authorized to bind the Consultant by his/her signature, verifying the truth and accuracy of the Claim.

12.1.3 The responsibility to substantiate a claim rests with the party making the Claim.

12.1.4 Within thirty (30) calendar days of receipt of notice and supporting documentation, City will meet to discuss the request, after which an offer of settlement or a notification of no settlement offer will be sent to Consultant. If Consultant is not satisfied with the proposal presented, Consultant will have thirty (30) calendar days in which to (i) submit additional supporting data requested by the City, (ii) modify the initial request for remedy or (iii) request Mediation.

12.1.5 Pending final resolution of a claim, except as otherwise agreed in writing, Consultant shall proceed diligently with performance of the Agreement, and City shall continue to make payments in accordance with this Agreement.

12.2 Mediation

12.2.1 All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

12.2.2 Before invoking mediation, the Parties agree that they shall first try to resolve any dispute arising out of or related to this Agreement through discussions directly between those senior management

representatives within their respective organizations who have overall managerial responsibility for similar projects. This step shall be a condition precedent to the use of mediation. If the parties' senior management representatives cannot resolve the dispute within thirty (30) calendar days after a Party delivers a written notice of such dispute, then the Parties shall proceed with the mediation process contained herein.

12.2.3.1 In the event that City or Consultant shall contend that the other has committed a material breach of this Agreement, the Party alleging such breach shall, as a condition precedent to filing any lawsuit, request mediation of the dispute.

12.2.3.2 Request for mediation shall be in writing, and shall request that the mediation commence no less than thirty (30) or more than ninety (90) calendar days following the date of the request, except upon agreement of both parties.

12.2.3.3 In the event City and Consultant are unable to agree to a date for the mediation or to the identity of the mediator or mediators within thirty (30) calendar days of the request for mediation, all conditions precedent in this Article shall be deemed to have occurred.

12.2.3.4 The parties shall share the mediator's fee. Venue for mediation shall be Nueces County, Texas. Any agreement reached in mediation shall be enforceable as a settlement agreement in any court having jurisdiction thereof. No provision of this Agreement shall waive any immunity or defense. No provision of this Agreement is a consent to suit.

12.3 In calculating the amount of any Claim or any measure of damages for breach of contract, the following standards shall apply both to claims by Consultant and to claims by City:

12.3.1 In no event shall either Party be liable, whether in contract or tort or otherwise, to the other Party for loss of profits, delay damages or for any special incidental or consequential loss or damage of any nature arising at any time or from any cause whatsoever;

12.3.2 Damages are limited to extra costs specifically shown to have been directly caused by a proven wrong for which the other Party is claimed to be responsible.

12.4 In case of litigation between the parties, Consultant and City agree that neither party shall be responsible for payment of attorney's fees pursuant to any law or other provision for payment of attorneys' fees. Both Parties expressly waive any claim to attorney's fees should litigation result from any dispute between the parties to this Agreement.

12.5 No Waiver of Governmental Immunity. NOTHING IN THIS ARTICLE SHALL BE CONSTRUED TO WAIVE CITY'S GOVERNMENTAL IMMUNITY FROM LAWSUIT, WHICH IMMUNITY IS EXPRESSLY RETAINED TO THE EXTENT IT IS NOT CLEARLY AND UNAMBIGUOUSLY WAIVED BY STATE LAW.

ARTICLE XIII – MISCELLANEOUS PROVISIONS

13.1 Assignability. Neither party will assign, transfer or delegate any of its obligations or duties under this Agreement contract to any other person and/or party without the prior written consent of the other party, except for routine duties delegated to personnel of the Consultant staff. This includes subcontracts entered into for services under this Agreement. If the Consultant is a partnership or joint venture, then in the event of the termination of the partnership or joint venture, this contract will inure to the individual benefit of such partner or partners as the City may designate. No part of the Consultant fee may be assigned in advance of receipt by the Consultant without written consent of the City.

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

13.2 Ownership of Documents. Consultant 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 and submittal data. Consultant may make a copy for its files. Any reuse by the City, without specific written verification or adaptation by Consultant, shall be a City's sole risk and without liability or legal exposure to Consultant. The City agrees that any modification of the plans will be evidenced on the plans and be signed and sealed by a licensed professional prior to re-use of modified plans.

13.3 Standard of Care. Services provided by Consultant under this Agreement shall be performed with the professional skill and care ordinarily provided by competent licensed professionals practicing under the same or similar circumstances and professional license; and performed as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.

13.4 Licensing. Consultant 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.

13.5 Independent Contractor. The relationship between the City and Consultant under this Agreement shall be that of independent contractor. City may explain to Consultant the City's goals and objectives in regard to the services to be performed by Consultant, but the City shall not direct Consultant on how or in what manner these goals and objectives are to be met.

13.6 Entire Agreement. This Agreement represents the entire and integrated Agreement between City and Consultant and supersedes all prior negotiations, representations or agreements, either oral or written. This Agreement may be amended only by written instrument signed by both the City and Consultant.

13.7 No Third-Party Beneficiaries. Nothing in this Agreement can be construed to create rights in any entity other than the City and Consultant. Neither the City nor Consultant intends to create third party beneficiaries by entering into this Agreement.

13.8 Disclosure of Interest. Consultant agrees to comply with City of Corpus Christi Ordinance No. 17112 and complete the *Disclosure of Interests* form.

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

13.10 Conflict of Interest. Consultant agrees, in compliance with Chapter 176 of the Texas Local Government Code, to complete and file Form CIQ with the City Secretary's Office. 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>.

13.11 Boycott Israel. As required by Chapter 2270, Government Code, Consultant hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

13.12 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. Cases must be filed and tried in Nueces County and cannot be removed from Nueces County.

13.13 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.

13.14 Conflict Resolution Between Documents. Consultant hereby agrees and acknowledges if anything contained in the Consultant-prepared **Exhibit A**, Consultant's Scope of Services, or contained in any other document prepared by Consultant and included herein, is in conflict with Articles I-XIII of this Agreement (Articles), the Articles shall take precedence and control to resolve said conflict.

13.15 Title VI Assurance. The Consultant shall prohibit discrimination in employment based upon race, color, religion, national origin, gender, disability or age.

CITY OF CORPUS CHRISTI

HAZEN AND SAWYER

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

Chamindra Dassanayake, Ph.D., P.E. Date
Vice President and Southwest Regional Manager
8350 N. Central Expressway, Suite 775
Dallas, Texas 75206
(214) 382-5750 Office
CDassanayake@hazenandsawyer.com
MSantos@hazenandsawyer.com

APPROVED

Assistant City Attorney Date

ATTEST

City Secretary Date

Fund Name	Accounting Unit	Account No.	Activity No.	Amount
Water 2019 Rev Bd	4098-041	550950	E10144-01-4098-EXP	\$914,100.00
Total				\$914,100.00



TBPE Firm No. F-13618

**EXHIBIT A
SCOPE OF WORK**

**CITY OF CORPUS CHRISTI
O. N. Stevens Water Treatment Plant Chlorine Storage and Handling
Facilities Improvements
CITY PROJECT NO. E10144**

PROJECT DESCRIPTION:

The City owns and operates the O.N. Stevens Water Treatment Plant (ONSWTP) that currently uses an aging chlorine gas system, originally installed in 1981, for disinfection. The chlorine gas system includes the 90-ton railcar storage area, gas measurement building, 1-ton container storage area, feed to chlorine dioxide generation system, and eight (8) existing injection locations. Due to redundancy and safety concerns and anticipated future regulatory challenges associated with the use of chlorine gas, the City of Corpus Christi (City) is upgrading their disinfection system from chlorine gas to an on-site sodium hypochlorite generation (OSG) and feed system.

The purpose of this project is to design a new OSG system to replace the existing aging chlorine gas system. Under this contract, Hazen and Sawyer (ENGINEER) will be responsible for preliminary design of the following upgrades.

- Site preparation
- New OSG facility
- New brine storage and containment facilities
- New sodium hypochlorite bulk storage and containment and pumping facilities
- New yard piping
- New power control room (PCR) facility
- New chlorine dioxide system facility and sodium chlorite storage and containment facilities
- New acid system storage and containment facilities (TBD)
- Demolition of the existing chlorine gas system

This Contract includes Task 1: Preliminary Design Services for Project No. E10144.

SCOPE OF SERVICES

A. Basic Services

1. Preliminary Design Services

1.01 Project Progress Meetings, Reporting, and Management

ENGINEER will coordinate the kick-off meeting and regular progress meetings. These meetings shall be used to coordinate ongoing issues, discuss project status and obtain input from the City. ENGINEER will prepare meeting agendas three (3) days prior to each meeting and shall prepare draft meeting minutes one week after each meeting and will finalize and distribute meeting minutes after review by the City's staff. The ENGINEER will prepare progress reports to support monthly invoicing.

Scope Item Assumptions:

- Meetings will be held at the Corpus Christi Utilities building or ONSWTP.
- Utilities and Engineering Services Staff will attend progress meetings.
- ENGINEER's staff working on the project remotely will dial in by phone as necessary

Meetings:

- One (1) two-hour kickoff meeting
- One-hour monthly progress meeting with City staff

Deliverables:

- Meeting agenda, sign-in sheet, and meeting minutes
- Project progress reporting and invoicing

1.02 Project Coordination

ENGINEER will coordinate the work of all subconsultants, including the leading of meetings with subconsultants to coordinate completion of work and adherence to schedules. The ENGINEER will coordinate with the City staff for data requests and operations questions. The ENGINEER will coordinate with Engineering Services regarding historical document and drawings requests. The ENGINEER will coordinate with other on-going projects at ONSWTP that have overlapping project drivers. The ENGINEER will provide the definition of project documentation and deliverables prior to the kick-off meeting, and the City and the ENGINEER will come to consensus on the level of detail for each submittal during the kick-off meeting. The ENGINEER will ensure project submittals are in accordance with the agreed upon deliverable level of detail. This effort will include:

- The ENGINEER will provide monthly progress reports and one-month look-ahead summaries with invoices.
- The ENGINEER will develop and maintain an Action Items and Decisions Log.
- The ENGINEER will develop and maintain a Risk Register.
- The ENGINEER will develop and maintain a Submittals Tracking Log.

Scope Item Assumptions:

- The City staff will provide historical documents, drawings, utility maps, and data as available.
- The City staff will participate in coordination meetings with multiple on-going projects at ONSWTP.

Meetings:

- Six (6) one-hour monthly coordination meetings to coordinate alignment with other on-going projects at ONSWTP.
- Two (2) two-hour focused risk workshops - as part of two monthly progress meetings.

Deliverables:

- Meeting agenda, sign-in sheet, and meeting minutes
- Risk register
- Action Items and Decisions Log
- Submittals Tracking Log

1.03 Detailed Project Schedule and Updates

ENGINEER will prepare a project schedule that summarizes all of the major tasks of the project and the critical path of the project. ENGINEER will provide the updated project schedule as needed if schedule changes.

Scope Item Assumptions:

- The City staff will provide feedback on project schedule.

Meetings:

Included under Subtask 1.01 Project Progress Meetings and Minutes.

Deliverables:

- One (1) project schedule at the kickoff meeting
- Updated project schedule as needed if schedule changes

1.04 Site Survey, Coordination and Subsurface Utility Engineering (Level A)

ENGINEER will review historical drawings and perform additional surveying activities to obtain field data needed for design. The ENGINEER will also identify aboveground and underground utilities to identify easements and conflicts.

Subsurface Utility Engineering (SUE) services are divided into four (4) levels (Level A through Level D). Level A Services involve physically locating the utility by different geophysical methods. ENGINEER will provide Level A SUE services. Once ENGINEER locates the utility, ENGINEER will note its coordinates by survey measurements.

The purpose of performing Level A SUE services for the ONSWTP Chlorine Improvements project is to ensure no conflicts occur between the proposed construction and existing utilities at the ONSWTP. ENGINEER will coordinate the field surveying to help locate subsurface utilities using geophysical methods in the proposed construction area. ENGINEER will record the vertical and horizontal location, size, pipe material and configuration of the utility line. ENGINEER will transfer the data obtained from the field to update utility base maps and project design plans. ENGINEER will also coordinate with the City regarding potential utility crossings and conflicts.

Subsurface Utility Location and Data Recording

- Coordinate with Texas 811 and City to determine the approximate location of underground utilities to be exposed.
- Utilize Hydro Vac Methods to expose underground utilities and survey to record exact horizontal and vertical location. Once the survey work is complete, each SUE test hole will be backfilled.
- Collect and record field data.

Subsurface Utility Data Review and Coordination

- Review SUE field data obtained during on-site survey and utility location
- Update base maps and project construction plans with
- Coordinate with City during field survey and data management.

Assumptions

- SUE work is limited to a maximum of 3 days of field work at 8 hours per day. If additional field work is anticipated, a supplemental contract will be requested from the City.
- The City will provide the following:
 - Staging area for equipment on site (Hydro Vac Unit(s), backfill trailer)
 - Area for disposal of sludge waste (from Hydro Excavation)
 - Area for excavated material to be left on site
 - Access to on site water source equivalent to a fire hydrant
 - Backfill material (for unpaved surfaces)
 - Survey control points with a description of location and type of control point

- The SUE level of effort is based on 10 locates or greater involving trenching and hydro excavating to a depth of 10 feet.
- Hydro Vac method will be utilized for locating subsurface utilities. The potholes will be temporarily barricaded. Once the work is complete, the crew will backfill the utility potholes.
- In the event that work cannot be performed or is limited by inaccessibility due to weather, City to provide means of accessibility (i.e. rig mats)
- *Exclusions:*
 - Identifying exact point of underground utility intersection and/or elbows and turns (this service can be performed at an additional cost if requested by City).
 - Transfer of material directly into containers such as vacuum boxes or related containers.
 - Backfill limited to native material or sand.

Meetings:

Included under Subtask 1.01 Project Progress Meetings and Minutes.

Deliverables:

ENGINEER will provide the City with a report containing data obtained from field survey along with exhibits showing subsurface utilities located in the field.

1.05 Review Existing Geotechnical Investigation Findings

ENGINEER will define scope and requirements for the geotechnical investigation, review, and approve proposal from the geotech firm.

ENGINEER will review existing geotechnical investigation information. As needed, the Engineering will assist the City in identifying the scope of additional geotechnical evaluations to be performed by a Geotechnical firm under a separate contract.

Scope Item Assumptions:

- Effort does not account for ENGINEER to perform geotechnical investigation.
- Geotech firm selected by the City will perform geotechnical investigation.
- City will provide geotechnical investigation report to ENGINEER.

Meetings:

- One (1) two-hour on-site walk through with City staff

Deliverables:

- Bore Location Map (if requested)

1.06 Preliminary Design

ENGINEER will further develop the preliminary basis of design to 30% level of design development of the OSG system detailed in the “**O.N. Stevens Water Treatment Plant Chlorine Storage and Handling Facilities Improvements E10144 Design Basis Memorandum**”, refining the site layouts, and operating parameters. Design documents and list of specifications will be prepared and submitted to the City with certain disciplines advanced beyond others, but overall 30% completion. ENGINEER will prepare preliminary process, mechanical, structural, architectural, electrical, and instrumentation and control drawings and present them in a preliminary engineering report. The Preliminary Engineering Report will include the following:

- Description of the final process, modifications to existing facilities, and the major equipment functions. Unit sizing, unit quantities, and redundancy will be addressed. The unit and equipment sizing will be based on design criteria presented in the Basis of Design Memorandum
- Process flow diagrams (PFD) and description of proposed chemical facilities
- General facility arrangement layout drawings. These drawings will present area requirements for process equipment, tanks, and support areas.
- General site plan presenting the arrangement of the new facilities on the site.
- Description of construction for the structures that will house the new equipment. General architectural features of the facility facade and materials will be outlined. Sketches presenting the facility elevations will also be included.
- Construction sequencing and connections to existing facilities will be established.
- Design criteria for heating and ventilating for all facility areas.
- Description of proposed fire protection systems for all facility areas.
- Overall process control strategy.
- Preliminary instrumentation block diagram drawing presenting the general instrumentation system architecture and philosophy for automatic and manual controls.
- Description of the interface between the existing instrumentation system and the proposed facilities, along with upgrades to the existing SCADA.
- Estimate of construction costs AACE Class 5 cost estimate.
- Schedule for permitting, final design, bidding and award, construction, and start-up.
- Risk Management Plan

Scope Item Assumptions:

- The City staff will provide feedback to the ENGINEER on the Preliminary Engineering Report and 30% design plans and specifications

- After the City has reviewed and approved, development of a pre-selection package will be prepared for the OSG equipment.

Meetings:

- One (1) two-hour meeting to review and confirm design assumptions in Preliminary Engineering Report
- One (1) two-hour meeting to discuss final comments and proceed with development of a pre-selection package for OSG equipment

Deliverables:

- Preliminary Engineering Report (PER) and 30% design drawings (PDF and four hard copies) and list of specifications (PDF and four hard copies).
- Opinion of probable construction costs (one submitted with Draft PER and one submitted with Final PER)
- Project schedule
- Comment log with responses to City comments

1.07 QA / QC

ENGINEER will document internal Quality Assurance and Quality Control review comments on the preliminary design layout drawings and specifications and Preliminary Engineering Report. ENGINEER will address internal Quality Assurance and Quality Control review comments.

Scope Item Assumptions:

- The ENGINEER will provide a Quality Assurance and Quality Control review of Preliminary Engineering Report in accordance with Hazen QA/QC standards.

Meetings:

N/A

Deliverables:

- QA/QC Plan

1.08 Preliminary Design Submittal Workshop

ENGINEER will lead Preliminary Design Submittal Workshop to discuss the Preliminary Engineering Report. ENGINEER will display on large screen the Preliminary Engineering Report document and to go through it with City staff during the Design Submittal Workshop. ENGINEER will incorporate comments from the City into the final Preliminary Engineering Report, as detailed in 1.06 Preliminary Design. ENGINEER will prepare

meeting agendas three (3) days prior to each meeting and shall prepare draft meeting minutes one week after each meeting, and will finalize and distribute meeting minutes after review by the City's staff.

Scope Item Assumptions:

- The City staff will provide comments to the ENGINEER on the Preliminary Engineering Report.
- The City staff will attend the Preliminary Design Submittal Workshop

Meetings:

- One (1) four-hour Preliminary Design Submittal Workshop

Deliverables:

- Meeting agenda, sign-in sheet, and meeting minutes

1.09 Design Coordination with TCEQ

ENGINEER will conference call with TCEQ to answer design- related questions.

Scope Item Assumptions:

- City staff will coordinate with TCEQ

Meetings:

- Two (2) one-hour conference calls with TCEQ to answer design- related questions.

Deliverables:

N/A

1.10 Vendor Pre-selection

The ENGINEER will work with the City to determine the viable pre-selection options for the OSG manufacturer/equipment. The ENGINEER will utilize ENGINEER's previous experience in preparation of the Vendor Pre-Selection Package. The ENGINEER shall develop a Microsoft PowerPoint presentation and lead a workshop with the City to review and pre-select the most appropriate options for OSG manufacturer/equipment. The ENGINEER's presentation will outline the advantages and disadvantages of each option. With input from City staff, a protocol for pre-selection of the OSG manufacturer/equipment shall be developed. The ENGINEER will assist the City in the vendor qualification evaluation services and best value package selection.

Once the method is selected, the ENGINEER will perform the following:

- Develop a proposal package (30% design) for the OSG vendor pre-selection with performance specifications.
- Coordinate and accompany City staff to prospective vendors' manufacturing facilities or to WTPs with existing installations.
- Attend a Pre-proposal Meeting
- Respond to Manufacturer Inquiries
- Issue Addenda, (Assume up to three (3) addenda)
- Attend proposal opening meeting
- Review proposals and references for completeness, balance of proposal items, and responsiveness and shall prepare a tabulation of proposal prices
- Recommend pre-selection award, based on the criteria established in the proposal package.

Scope Item Assumptions:

- City staff will provide input on the viable pre-selection options for the OSG manufacturer/equipment.
- One specific vendor and style of OSG skid will be selected and carried through into the Detailed Design Phase.
- The City will designate an individual to have responsibility, authority and control for coordinating activities for the pre-selection award.
- The City will provide the City's updated standard specifications, standard detail sheets, standard and special provisions and forms for required proposal documents.
- The City will arrange and pay for printing of all documents and addenda to be distributed to prospective proposers.
- The City will advertise the project for proposals, maintain the list of prospective proposers, receive and process deposits for all proposal documents, issue (with assistance of ENGINEER) any addenda, prepare and supply proposal tabulation forms, and conduct proposal opening.
- This Scope of Services does not include time for the ENGINEER to assist the City in the event of proposal protests

Meetings:

- One (1) one-hour workshop to structure pre-selection process - as part of a monthly progress meeting.
- One (1) one-hour workshop with City Staff to firm up selection criteria with City Staff
- Two (2) full day site-visits to view installations from various manufacturers.
- One (1) two-hour Pre-proposal Meeting
- One (1) two-hour proposal opening meeting
- Two (2) two-hour meetings to discuss proposals with the City

Deliverables:

- MS PowerPoint Presentation for selection workshop
- Proposal Documents and Addenda
- Agenda and meeting minutes for pre-proposal conference
- Proposal Review Form and recommendation for selection award

1.11 Additional Permitting and Engineering Support

Additional engineering support to cover permitting and TCEQ coordination, corrosion assessment, subsurface utility engineering, and treatment process optimization. ENGINEER is to obtain written approval from the City before incurring expense for this task.

SCHEDULE

The following figure summarizes the planned project schedule. Task 1: Preliminary Design Services is expected to start mid-December 2018 and proceed until mid-October 2019. The following proposed schedule is provided to delineate the critical path tasks.

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	2019 Dec Jan Feb Mar Apr May Jun Jul Aug Sep Oct
1		Notice To Proceed	1 day	Mon 12/17/18	Mon 12/17/18		
2		1.0 Preliminary Design Services	208 days	Tue 12/18/18	Wed 10/9/19		
3		1.01 Project Progress Meetings and Minutes	120 days	Tue 12/18/18	Thu 6/6/19	1	
4		1.02 Project Coordination	120 days	Tue 12/18/18	Thu 6/6/19	1	
5		1.03 Project Schedule and Updates	120 days	Tue 12/18/18	Thu 6/6/19	1	
6		1.04 Site Survey, Coordination and SUE	60 days	Thu 2/21/19	Wed 5/15/19	1FS+45 days	
7		1.05 Review Existing Geotechnical Investigation Findings	15 days	Thu 2/21/19	Wed 3/13/19	1FS+45 days	
8		1.06 Preliminary Design	117 days	Tue 12/18/18	Mon 6/3/19		
9		Conceptual basis of design	60 days	Tue 12/18/18	Wed 3/13/19	1	
10		30% Drawings and Specifications	90 days	Tue 12/18/18	Wed 4/24/19	1	
11		Conceptual construction schedule development	15 days	Thu 3/14/19	Wed 4/3/19	9	
12		Opinion of probable cost	15 days	Thu 3/14/19	Wed 4/3/19	9	
13		Draft Preliminary Engineering Report	75 days	Tue 12/18/18	Wed 4/3/19	1	
14		City Review	10 days	Mon 5/20/19	Mon 6/3/19	15	
15		Final Preliminary Engineering Report	10 days	Mon 5/6/19	Fri 5/17/19	16	
16		1.07 QA/QC	7 days	Thu 4/25/19	Fri 5/3/19	10,13,9	
17		1.08 Preliminary Design Submittal Workshop	1 day	Tue 6/4/19	Tue 6/4/19	14	
18		1.09 Design Coordination with TCEQ	120 days	Tue 12/18/18	Thu 6/6/19	1	
19		1.10 Vendor Pre-selection	90 days	Wed 6/5/19	Wed 10/9/19	17	
Project: E10144 OSG Chlorine S Date: Fri 10/26/18		<div> <div>Task</div> <div>Split</div> <div>Milestone</div> <div>Summary</div> <div>Project Summary</div> <div>Inactive Task</div> <div>Inactive Milestone</div> </div> <div> <div>Inactive Summary</div> <div>Manual Task</div> <div>Duration-only</div> <div>Manual Summary Rollup</div> <div>Manual Summary</div> <div>Start-only</div> <div>Finish-only</div> </div> <div> <div>External Tasks</div> <div>External Milestone</div> <div>Deadline</div> <div>Critical</div> <div>Critical Split</div> <div>Progress</div> <div>Manual Progress</div> </div>					

FEE

Services will be provided on a Lump Sum basis for a total not-to-exceed contract amount of **\$914,100.**

Invoices will be submitted to the City on a monthly basis as a percentage complete based on project progress. Invoices will be provided with a cover letter summarizing the actions and meetings performed during the invoice period.

If you have any questions or if you would like to discuss in more detail, please feel free to call me at 469-250-3781.

Sincerely,

Hazen and Sawyer
TBPE Firm No. F-13618



Chamindra Dassanayake, Ph.D., P.E.
Vice President
Southwest Regional Manager



Marc Santos, P.E.
Associate

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

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

Notes:
If needed, update this sample form based on the contract requirements.
If applicable, refer to the contract for information on what to include with time and materials (T&M).

EXHIBIT B-1

CONFIDENTIAL RATE SHEET

Rate sheets are confidential pursuant to **section 552.104 of the Texas Government Code** since release of this information would give advantage to a competitor or bidder. In addition, **section 552.110 of the TX Govt. Code** protects third party commercial and financial information if release of the information would cause the third party substantial competitive harm. Final determination of confidentiality will be made by the Texas Attorney General.

DOCUMENTATION OF PROVISIONAL / OVERHEAD RATES: Overhead rate documentation has been provided to the City of Corpus Christi and was utilized in reviewing and approving the loaded hourly rates below.

PRINCIPALS: The Consultant must provide documentation with each payment request that clearly indicates how a Principal's time is allocated and the justification for that allocation.

PRINCIPAL(S):	HOURLY RATE (\$/hr)	TX REGISTRATION #:
Project Consultant:		
CAD Technician:		
Clerical:		
Other – specify:		
SUBCONSULTANT(S):		
(firm)		
Principal(s):		
Project Consultant:		
CAD Technician:		
Clerical		
Other – specify:		

Add additional subconsultants as needed.

EXHIBIT C

Insurance Requirements

Pre-Design, Design and General Consulting Contracts

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

1.2 Consultant must furnish to the Director of Engineering Services with the signed agreement a copy of Certificates of Insurance (COI) with applicable policy endorsements showing the following minimum coverage by an insurance company(s) acceptable to the City's Risk Manager. **A waiver of subrogation is required on all applicable policies. Endorsements must be provided with COI. Project name and or number must be listed in Description Box of COI.**

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
30-written day notice of cancellation, required on all certificates or by applicable policy endorsements	Bodily Injury and Property Damage Per occurrence - aggregate
PROFESSIONAL LIABILITY (Errors and Omissions)	\$1,000,000 Per Claim If claims made policy, retro date must be prior to inception of agreement, have extended reporting period provisions and identify any limitations regarding who is insured.

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

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

1.5 In the event of a change in insurance coverage, Consultant shall be required to submit a copy of the replacement certificate of insurance to City at the address provided below within 10 business days of said change. Consultant shall pay any costs resulting

from said changes. All notices under this Article shall be given to City at the following address:

City of Corpus Christi
Attn: Engineering Services
P.O. Box 9277
Corpus Christi, TX 78469-9277

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

1.6.1 If the policy is cancelled, other than for nonpayment of premium, notice of such cancellation will be provided at least 30 days in advance of the cancellation effective date to the certificate holder;

1.6.2 If the policy is cancelled for nonpayment of premium, notice of such cancellation will be provided within 10 days of the cancellation effective date to the certificate holder.

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

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

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

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

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



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: _____

P. O. BOX: _____

STREET ADDRESS: _____ **CITY:** _____ **ZIP:** _____

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: _____ **Title:** _____
(Type or Print)

Signature of Certifying Person: _____ **Date:** _____

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.