

## **CITY OF CORPUS CHRISTI**

### **MASTER SERVICES AGREEMENT FOR PROFESSIONAL SERVICES**

#### **FOR PROJECT (No./Name) 18154A - Citywide Large-Size Water Line Assessment & Repairs**

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 Lockwood, Andrews & Newnam, Inc, 500 N. Shoreline, Suite 905, Corpus Christi, Nueces County, Texas 78401(Consultant), hereby agree as follows:

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## ARTICLE I – PROJECT TASK ORDER

- 1.1 This Agreement shall apply to as many tasks as City and Consultant agree will be performed under the terms and conditions of this Agreement. Each task Consultant 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 Consultant. Each properly executed Task Order as shown in **Exhibit A** shall become a separate supplemental agreement to this Agreement.
- 1.2 The Consultant shall provide its Scope of Services, to be included in each Task Order. 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 which would normally be required by law or common due diligence in accordance with the standard of care defined in Article XII of this Agreement.
- 1.3 Under this Agreement, Consultant will provide services on a Task Order basis for a range of services related to assisting Engineering Services with professional engineering, architecture and construction services related to execution of Capital Improvements Programs. 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 Consultant shall follow City Codes and Standards effective at the time of the execution of individual Task Orders. 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 Task Order. A request made by either party to deviate from City standards after the contract is executed must be in writing.
- 1.5 Consultant must perform tasks and submit deliverables as detailed in each approved Task Order.
- 1.6 Consultant 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 Consultant to perform work pursuant to this Agreement shall be employees or subconsultants of Consultant. Consultant must provide City with a list of all subconsultants that includes the services performed by the subconsultant and the percentage of work performed by the subconsultant. Changes in Consultant's team that provides services under this Agreement must be agreed to by the City in writing.
- 1.7 Consultant must not begin work on any Task Order authorized under this Agreement until they are briefed on the scope of the Project and are notified in writing to proceed.
- 1.8 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 the City's General Conditions for Construction Contracts, an excerpt of which is attached as an exhibit to this Agreement.
- 1.9 For projects that require subsurface utility investigation:
  - 1.9.1 The Consultant agrees to prepare and submit to the City a signed and sealed report identifying all utilities within the project area at the Quality Level specified in the Task Order. It is assumed that all utilities will be identified using Quality Level A exploratory excavation unless stated otherwise.
  - 1.9.2 Utilities that should be identified include, but are not limited to, City-owned utilities, local franchises, electric companies, communication companies, private pipeline companies and 3<sup>rd</sup> party owners/operators.

## ARTICLE II – COMPENSATION

- 2.1 The Compensation for all services included in this Agreement and in the Scope of Services for this Agreement shall not exceed \$300,000.00.
- 2.2 The Consultant's fee for each Task Order will be on a lump sum or time and materials (T&M) basis with a negotiated not-to-exceed amount. The fees will not exceed those identified and will be full and total compensation for all services outlined in each Task Order, and for all expenses incurred in performing these services.
- 2.3 Consultant shall submit a proposal to the City, which shall be incorporated into this agreement as **Exhibit B**, subject to approval by the City.
- 2.4 Consultant shall submit a Rate Schedule with their proposal. The rate schedule shall remain 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.
- 2.5 Monthly invoices will be submitted in accordance with the Payment Request as shown in **Exhibit C**. 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.
- 2.5.1 Principals may only bill at the hourly rate of Principals when acting in that capacity. Principals acting in the capacity of staff must bill at staff rates. The Consultant shall provide documentation with each payment request that clearly indicates how that individual's time is allocated and the justification for that allocation.
- 2.6 The anticipated fee structure under this agreement is as follows:

DESCRIPTION	NOT TO EXCEED AMOUNT
Maximum Contract Amount	\$300,000.00
Task 1 – TBD	TBD
Task 2 – TBD	TBD
Task 3 – TBD	TBD
Task 4 – TBD	TBD
Task 5 – TBD	TBD
Task 6 – TBD	TBD

- 2.7 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, 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 provided in this Agreement in a timely manner and as required by the terms thereof, any such claim shall be waived.
- 2.8 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.

- 2.9 Any fee payable under this Agreement is subject to the availability of funds. The Consultant may be directed 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 2.5 above for services provided up to the date of suspension.

#### ARTICLE III – QUALITY CONTROL PLAN

- 3.1 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.
- 3.2 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 Opinion of Probable Cost (OPC) as needed.
- 3.3 Documents that do not meet City standards in effect at the time of the execution of a related Task Order may be rejected. If documents are found not to be in compliance with this Agreement, Consultant will not be compensated for having to resubmit documents.

#### ARTICLE IV – INSURANCE REQUIREMENTS

- 4.1 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.
- 4.2 Insurance Requirements are shown in **EXHIBIT D**.

#### ARTICLE V - 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 VI – TERM; RENEWALS; TIMES FOR RENDERING SERVICE

- 6.1 This Agreement shall be effective upon the signature of the City Manager or designee (Effective Date).
- 6.2 This Agreement shall be applicable to Task Order issued hereunder from the Effective Date of the Agreement until project is complete.
- 6.3 This service shall be for a period of one year beginning on the Effective Date. The Agreement may be renewed for up to two 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.
- 6.4 The times for performing services or providing deliverables will be stated in each Task Order. If no times are so stated, Consultant will perform services and provide deliverables within a reasonable time.

#### ARTICLE VII - TERMINATION OF AGREEMENT

##### 7.1 By Consultant:

7.1.1 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.

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

##### 7.2 By City:

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

7.2.2 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.

##### 7.3 Termination Procedure

7.3.1 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.

7.3.2 Consultant shall submit all completed and/or partially completed work under this Agreement, including but not limited to specifications, designs, plans and exhibits. Consultant shall mark partially completed work as "Draft" and does not guarantee the accuracy or reliability of partially completed work submitted in accordance with this Article.

7.3.3 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.

7.3.4 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 VIII – RIGHT OF REVIEW AND AUDIT

- 8.1 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.
- 8.2 "Consultant'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.
- 8.3 City agrees that it shall exercise the right to audit, examine or inspect Consultant's records only during City's regular business hours. Upon reasonable prior notice, Consultant agrees to allow City's designee access to all of Consultant's records, Consultant's facilities and Consultant's current or former 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.
- 8.4 Consultant shall include this audit clause in any subcontractor, supplier or vendor contract.

## ARTICLE IX – OWNER REMEDIES

- 9.1 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:
  - 9.1.1 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;

9.1.2 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.

9.1.3 Losses are incurred because of defects, errors and 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 defects, errors and omissions in the documents.

9.2 The City may assert a claim against the Consultant's professional liability insurance as appropriate when other remedies are not available or offered for design deficiencies discovered during and after Project construction.

9.3 When the City incurs non-value added work costs for change orders due to design errors 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.

9.4 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.

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

## ARTICLE X – CONSULTANT REMEDIES

10.1 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.

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

## ARTICLE XI – CLAIMS AND DISPUTE RESOLUTION

### 11.1 Filing of Claims

11.1.1 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.

11.1.2 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.

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

11.1.4 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 Alternative Dispute Resolution.

11.1.5 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.

## 11.2 Alternative Dispute Resolution

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

11.2.2 Before invoking mediation or any other alternative dispute resolution (ADR) process set forth herein, 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 any other ADR process. 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 ADR process contained herein.

### 11.2.3 Mediation

11.2.3.1 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.

11.2.3.2 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.

11.2.3.3 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.

11.2.3.4 The parties shall share the mediator's fee. Venue for any mediation or lawsuit arising under this Agreement 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.

11.3 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 in this Agreement.

11.4 **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 XII – MISCELLANEOUS PROVISIONS**

- 12.1 Assignability. Neither party will assign, transfer or delegate any of its obligations or duties under this Agreement 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.
- 12.2 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, 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 professional engineer prior to re-use of modified plans.
- 12.3 Standard of Care. Services provided by Consultant under this Agreement shall be performed with the professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license; and performed as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.
- 12.4 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.
- 12.5 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.
- 12.6 Entire Agreement. This Agreement, including Task Orders, 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.
- 12.7 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.
- 12.8 Disclosure of Interest. Consultant agrees to comply with City of Corpus Christi Ordinance No. 17112 and complete the *Disclosure of Interests* form as part of this contract.
- 12.9 Certificate of Interested Parties. 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](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>.

- 12.10 Conflict of Interest. Consultant agrees to comply with Chapter 176 of the Texas Local Government Code and file Form CIQ with the City Secretary's Office, if required. For more information and to determine if you need to file a Form CIQ, please review the information on the City Secretary's website at <http://www.cctexas.com/government/city-secretary/conflict-disclosure/index>
- 12.11 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.
- 12.12 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.
- 12.13 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.
- 12.14 Conflict Resolution Between Documents. Consultant hereby agrees and acknowledges if anything contained in the Consultant-prepared **Exhibit A**, Scope of Services or in any other document prepared by Consultant and included herein, is in conflict with Articles I - XII of this Agreement (Articles) and/or an approved Task Order, the Articles and/or the Task Order shall take precedence and control to resolve said conflict.
- 12.15 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**

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

**LOCKWOOD, ANDREWS & NEWNAM, INC.**

\_\_\_\_\_  
 1/31/19  
Steven A. Gilbreath, P.E.                      Date  
Associate  
500 N. Shoreline, Suite 905  
Corpus Christi, TX 78401  
(361) 882-2257  
smharris@lan-inc.com

**APPROVED**

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

**ATTEST**

\_\_\_\_\_  
Rebecca Huerta, City Secretary

<b>Fund Name</b>	<b>Accounting Unit</b>	<b>Account No.</b>	<b>Activity No.</b>	<b>Amount</b>
Water 2019 CIP	4098-041	550950	18154-A-4098-EXP	\$300,000.00
<b>Total</b>				<b>\$300,000.00</b>

## EXHIBIT A

## SAMPLE TASK ORDER

This Task Order pertains to a Master Services Agreement for Professional Services by and between City of Corpus Christi, Texas (City) and "Company Name" (Consultant) dated \_\_\_\_\_, 2019 (Agreement). Consultant 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 Consultant may proceed. All other terms and conditions of the Agreement remain in full force and effect.

CITY OF CORPUS CHRISTI

**LOCKWOOD, ANDREWS & NEWNAM, INC.**

Jeff H. Edmonds, P.E. \_\_\_\_\_ Date \_\_\_\_\_  
Interim City Manager

Steven A. Gilbreath, P.E. Date  
Associate  
500 N. Shoreline, Suite 905  
Corpus Christi, TX 78401  
(361) 882-2257  
smharris@lan-inc.com



**Lockwood, Andrews  
& Newnam, Inc.**  
A LEO A DALY COMPANY

December 28, 2018

Jeff Edmonds, P.E.  
Director of Engineering Services  
City of Corpus Christi  
PO BOX 9277  
Corpus Christi, Texas 78469-9277

**Re: Proposal for a Master Services Agreement (Citywide Large-Size Water Line Assessment & Repairs)**

Dear Mr. Edmonds,

This proposal is for a Master Services Agreement (MSA) is a response to CIP Project Title: Citywide Large-Size Water Line Assessment and Repairs. It provides a representative scope of professional services which will be used to develop specific Task Authorizations. This MSA allows Lockwood, Andrews & Newnam Inc. to assist the City Staff in addressing ongoing and impending large diameter water line infrastructure repairs throughout the City.

The Tasks under this MSA will be included in subsequent Task Orders but are generally outlined in Exhibit B (attached). The engineer shall not perform any task or incur project cost without an approved Task Authorization. Task Authorization proposals shall be developed by the Engineer at the request of the City on as-needed basis. These task authorizations may vary considerably in size and scope. The Engineer will be responsible for preparing a detailed scope and anticipated fee estimate for each Task Authorization.

Each Task Authorization will be negotiated individually on a Time and Materials (T&M) or lump sum basis. This project is intended to be a base 1-yr contract of \$300,000 with two (2) optional 1-yr renewals of \$300,000 pe year. All Task Authorization and renewals will be issued administratively, subject to satisfactory consultant performance and availability of funds.

Please feel free to contact me at 361-792-7225 or by email at [smharris@lan-inc.com](mailto:smharris@lan-inc.com) if you have any additional questions.

Sincerely,

A handwritten signature in blue ink, appearing to read 'S. Harris', is written over a light blue horizontal line.

Scott Harris, PE  
Associate, Regional Manager

Attachments: Exhibit B – Scope of Professional Services

Cc: Sandra L. Gomez, P.E., Engineer IV

## **EXHIBIT B**

### **CONSULTANT PROPOSAL**

#### **Scope of Professional Services**

##### **Citywide Large-Size Water Line Assessment & Repairs**

This proposal for the Master Services Agreement (MSA) is a response to CIP Project Title: Citywide Large-Size Water Line Assessment and Repairs. It provides a representative scope of professional services which will be used to develop specific Task Authorizations. This MSA allows the Engineer to assist the City Staff in performing condition assessments to identify potential problems, recommend strategies and priorities, and assist with addressing ongoing and impending large diameter water line infrastructure repairs throughout the City.

#### **Situation:**

According to the City of Corpus Christi's Capital Improvements Program, the majority of the City's large diameter transmission waterlines have been in service for decades, many of which have exceeded or are approaching their anticipated service life. Most of these waterlines are made of highly corrosive metallic materials such as CIP, DIP, CSCP and steel. In some cases, these lines were installed with cathodic protection systems to help minimize corrosion and in some cases, they weren't. This project will assess the physical condition, both external and internal, of transmission mains, associated cathodic protection systems, soil conditions, ground cover, adjacent pipelines and facilities, and other existing conditions that may negatively affect the transmission mains, and will ensure reliable delivery of drinking water for years to come by recommending and designing appropriate and economical repair solutions.

#### **Scope of Services:**

Under this Master Services Agreement (MSA), Lockwood, Andrews & Newnam, Inc. (Engineer) is to perform condition assessment investigations of existing large diameter transmission water lines (WL). This Scope of Services describes the engineering services to be undertaken to perform evaluations of the structural integrity of the lines.

The total Condition Assessment effort is dependent on the condition of the pipe encountered in the field, available record drawings, and the end goal of the effort. As such, all the effort which will be required to assess and recommend rehabilitation or replacement cannot be specifically identified at this time.

There are limited and very specialized tools in the marketplace for assessment of large diameter water lines, and most industry experience has focused on prestressed concrete cylinder pipe (PCCP); therefore, assessment of metallic pipe can be a challenge.

LAN recognizes the risk associated with a potentially damaged pipe and will maintain an accelerated schedule as well as the need to minimize shut down of the lines. As a result, the LAN team will evaluate

the condition of the lines in a phased approach and focus the effort on tools and techniques that will be non-destructive, non-invasive and provide quick results.

LAN can also assist with transient (surge) hydraulic modeling to determine impacts on the entire transmission system when select segments are temporarily taken out of service or pressures temporarily reduced for repairs. LAN can also assist with hydraulic modeling of the entire system to determine unacceptable changes in the water pressures due to current and future demands on the system and correlate the age, type of pipe material and leak history to help develop a master plan for repair/replacement, new/larger transmission lines, and possible pressure reducing stations due to both condition issues and increased demands on the system.

Our team will provide recommendations each step of the way, based on the information gathered and our experience. Each step will produce higher confidence results to pinpoint problem areas, if they exist.

The major factors in selecting assessment tools and methods are:

A. Focusing on the failure mechanism in question

LAN will focus the assessment methods on those that will help identify the most likely causes of failure on the line. Specialty testing is a valuable resource but due to its cost, will be recommended sparingly, particularly when the waterline can't be taken out of service for assessment, and only if the results may help diagnose a problem that can be treated to minimize the risk of a failure.

B. The ability to access and isolate the line

Once record drawings and/or field reconnaissance is completed, we will evaluate the available features on the pipe for inserting tools and making electrical contact to the pipe. Both are critical to be able to choose the correct technologies.

For the field work, LAN will require access to pipe facilities with the help of the City (or a contractor hired directly by the City). The City would be responsible for efforts such as traffic control, opening and dewatering manholes, excavation, pipe dewatering, confined space entry support, opening/closing valves, restoration, etc.

**\*\*LAN understands that assistance from the City of Corpus Christi Maintenance of Lines personnel will depend on real conditions and availability of working crews.\*\***

Depending on the ability to access the pipe, certain portions of this scope may be limited. When necessary, LAN will design new access points that will be installed by the City or Contractor hired by the City.

The Tasks below provide a general description of the anticipated work under this MSA that would be included in subsequent Task Orders:

## **A. Basic Services:**

### **Task 1 - Desktop Investigations (Indirect Assessments)**

#### **Activity 1.1 - Review Existing Data and Reports**

Under this Activity, the Engineer shall perform a review of existing documentation of the existing lines. This review is to include documentation such as record drawings and available maintenance and repair records (including photos of past repairs, and construction photos when the pipe was originally installed) to be provided by the City, and interviews with City personnel experienced with operation and maintenance of the lines.

As part of this effort, the Engineer shall attempt to investigate private and public utility construction activities in the vicinity of the lines since their installation. The activity will include reviewing City and private utility record drawings and City Street-Cut permits issued for project constructed in the area.

#### **Activity 1.2 - Review changes since installation**

LAN will review available records, such as historical aerial photos and available record drawings to identify changes to the surrounding area that could impact the long-term performance of the water lines. Under this task, LAN can also review original pipe design parameters (if available) and compare to current operating parameters.

### **Task 2- Field Investigations (Indirect Assessments)**

#### **Activity 2.1 – Field Confirmation of Pipe/Structure Location**

LAN staff will walk the project alignments with City staff to field confirm structure location and pipe location to the extend visible.

This step will assist with planning for field work, such as corrosion surveys and internal pipe observations.

The information gathered under Task 1 will be compiled into a drawing or GIS exhibit for use in discussions and planning for the following Tasks.

#### **Activity 2.2 – Continuity Testing**

We understand that many of the City's water lines may have been originally constructed with a Cathodic Protection (CP) system, likely consisting of sacrificial anodes. CP Systems are critical for the protection of the metallic waterlines and can be repaired or added. The waterline's pipe joints must be properly bonded to provide electrical continuity for the CP system to protect the entire water line. LAN will perform continuity testing to verify the integrity of joint bonding along each line segment.



For this work, it is necessary to make electrical contact to the pipe at multiple locations along the alignment (test stations, flanges, etc.), therefore, the results will be dependent on accessibility to metallic portions of the pipe.

If break(s) in continuity exist, we will attempt to narrow down the locations of where breaks in the joint bonding exist, and we will provide recommendations and details for adding internal or external bond clips at the pipe joints which will be dependent upon various factors such as type of pipe material and location of the waterline. For example, internal bond clips may be appropriate if the waterline is located under a major roadway or under a water crossing, while external bond clips may be more appropriate if the waterline can't be taken out of service to install internal clips.

### **Activity 2.3 – Corrosion Survey**

When there is concern regarding the condition of underground piping due to possible corrosion, a process known as External Corrosion Direct Assessment (ECDA) is utilized to identify, locate, and assess the severity of existing external corrosion and the likelihood of near term failures. The ECDA is performed in two phases.

Phase 1 – Indirect Assessment. This phase utilizes various ground surface techniques to identify the corrosiveness of the soils and locate active corrosion cells. This assessment identifies the relative corrosivity of the soils along the pipeline and provides locations (indications) where active corrosion cells are expected to be found. The indications may give a sense of the relative severity of the various corrosion cells, but they cannot be translated into actual area or depth of corrosion. In some cases, this level of condition knowledge is adequate for the client's planning purposes.

Phase 2 – Direct Assessment. The Indirect Assessment determines a more detailed assessment is required, then the study proceeds to the Direct Assessment phase. Here, several of the indications are selected for further study. The number of locations selected depends on the length of pipeline, variability of the soils, and variability of the indications. The selected indications are excavated, and the pipe is examined for corrosion.

The results of these examinations are then applied to the complete Indirect Assessment to arrive at a detailed assessment of the entire pipeline.

The ECDA begins by dividing the subject pipeline into sections based on similarity of conditions, including soils, terrain, pipe construction, and other underground facilities; the number of sections may be one or many.

For each section, assessment tools are selected appropriate to the conditions of that section; if possible, at least three tools are selected for each section. The selected surveys are then performed on each section. The results from all the tools used are compiled for each section and justified as to location. Indications are noted, and a grade assigned based on the totality of the tool results.

If a direct examination is to be performed indications are selected for excavation. Normally, at least three indications should be selected; one severe, one moderate, and one control (a location with no indications). The more indications that are selected for examination, the more precise the evaluation will be. After the Direct Examination the results are applied to the remainder of the indications based on assigned severity and interpolated for indications between the examined severities. Based on these results, a report is prepared giving an overall assessment of the pipeline condition and identifying any anticipated imminent failures.

### **Requirements/Items Needed for Continuity Testing and Corrosion Survey:**

- Metallic connection to pipe<sup>1</sup>
  - Through existing cathodic protection test stations
  - Through existing wire that is CAD welded to pipe or appurtenance
  - Through existing copper rod connected to manhole
- An electrically continuous pipeline is required for a successful close interval survey

*Note 1 – The City of Corpus Christi (or designated contractor) will provide labor, equipment, materials, and other resources necessary to locate, expose, and safely access the metallic connection to the pipe.*

**\*\*LAN understands that assistance from the City of Corpus Christi Maintenance of Lines personnel will depend on real conditions and availability of working crews.\*\***

### **Brief Description of Soil Surveying and Testing:**

Continuity Testing - Continuity will be tested along the alignment to determine if the water line is continuous<sup>2</sup>. This will be done by a fixed cell to moving ground test or 4-wire line current test, results can be compared to the continuity determined by the close interval survey.

*Note 2 – Water lines will only be tested to determine if there is continuity from one side to the other at water crossings, but no further testing will be performed to determine the limits of discontinuity within water crossings.*

### Cathodic Protection Testing

- Close Interval Survey (CIS) - Close interval surveys involve taking potential measurements, on a regular interval, above the pipeline. These potentials assist with locating potential areas of stray current interference and can assist with assessing the current condition of the pipeline. CIS requires a direct connection to the pipeline.
- Two-Cell Survey - Like a close interval survey, a two-cell survey takes potential measurements on a regular interval above the pipeline without a direct connection to the pipeline.
  - Over-the-Line Survey – Potential measurements follow the pipeline alignment.
  - Side-Drain Survey – Measurements are typically taken 25' left, near the centerline, and 25' right of the alignment to identify current flowing towards or away from the pipe.

Soil Resistivity Survey - Soil measurements are typically taken along the pipeline (every 150 feet) alignment to identify the potential that the soil has for corroding the pipe line.

This effort will be limited to portions of the alignment which are accessible, are direct-buried in dry ground. This survey may not be feasible within portions located under water.

### **Task 3 - Field Investigations (Direct Assessment Waterlines)**

After analyzing data from the indirect and direct field investigations above, locations of suspected external corrosion may be recommended for further field investigation and Direct Assessment.

#### **Activity 3.1 - Exterior Pipe Observations**

LAN will recommend locations of pipeline to expose the exterior of the pipe and will witness excavations<sup>3</sup>.

*Note 3 – The City of Corpus Christi (or designated contractor) will provide labor, equipment, materials, and other resources necessary to excavate and expose the pipeline and restore the site.*

**\*\*LAN understands that assistance from the City of Corpus Christi Maintenance of Lines personnel will depend on real conditions and availability of working crews.\*\***

LAN will perform observations of bedding, backfill, groundwater, and pipe coating conditions at each excavation. In addition, small areas of the pipe's external coating may be removed to permit LAN staff to perform ultrasonic thickness testing to measure the pipe wall thickness and identify the extent of any corrosion present.

These locations may also be selected to install cathodic protection test stations for further testing.

#### **Activity 3.2 – Internal Manned Entry Assessments of Pipe Condition**

Under this Activity, the Engineer would perform manned entry assessments for the entire length that can be drained and safely accessed<sup>4</sup>. This assessment will require that the City not only take the water line that will be assessed out of service and drained but will also require that the City take the water line segments immediately upstream and downstream of the existing shut-off valves out of service for safety reasons<sup>5</sup>. The purpose of this assessment is to identify and document the existing conditions of the pipe interior. Visual inspections and photographic documentation shall be performed to identify integrity of the internal lining, areas of internal corrosion, pipe deflection.

*Note 4 - For safety reasons, manned entry shall not be performed for water line segments at water crossings, including the water line segments below ground on either side of the water line crossing.*

*Note 5 - This type of assessment will also require access manways to enter the pipe and will require the City to remove blind flanges and other appurtenances to enter the pipe, and will require the City provide all labor, equipment, and other resources necessary for confined space entry, including locking-out/tagging-out all shut-off valves. New access manways would have to be installed by the City or a*

*separate contractor hired by the City if none or insufficient quantities exist. LAN can provide a separate proposal for additional services to design, recommend locations and provide details and specifications for new access manways. The City will be responsible for disinfecting the water line after the assessment, prior to putting the water line back into service.*

Due to the procedure for entering a confined space, the Engineer will be supported by City personnel or an outside contractor during entry. The City or contractor assistance will include operation of isolation valves, draining of the pipeline, manholes and other entry points, as well as disinfection and returning the line to service. In addition, the City or contractor will assist the Engineer with other appropriate confined space equipment necessary to comply with OSHA requirements.

**\*\*LAN understands that assistance from the City of Corpus Christi Maintenance of Lines personnel will depend on real conditions and availability of working crews.\*\***

### **Activity 3.3 – Internal Remote Assessments**

For lines that cannot be taken out of service or are not able to be physically entered for safety reasons, a specialty testing firm may perform non-destructive inspection techniques to evaluate potential leakage and provide CCTV video of the pipe interior.

Video taken within an active line has limited resolution, and limited ability to be controlled, however, it can be a useful tool to assist in determining the general integrity of the internal lining, and visually identify areas of corrosion and other features; such as service connections and valves.

The following is a brief description of the two remote assessment technologies we recommend:

- Sahara (by Pure Technologies) – CCTV/Leak Detection (tethered system)
- Smart Ball (by Pure Technologies) – Leak Detection (untethered system)

LAN will evaluate the existing access points and flow within the line to determine if these tools can be used without modifications to the lines.

The length that can be inspected with CCTV video are limited by the length of cables (these are tethered devices), and the tools can only travel in the direction of flow. The actual length that can be evaluated with CCTV will depend on the number and angle of bends in the line, internal obstructions, such as butterfly valves, and flow velocity. Typically, this device can be expected to travel up to 4,000 LF. This tool generally requires a minimum 2-inch outlet at the beginning of the limits to be tested, and travels in the direction of flow.

Smart Ball is an untethered tool which can determine location and quantify size of leaks along the line. This tool generally requires a minimum 4-inch outlet at the beginning and end of the limits to be tested, and travels in the direction of flow.

*Note 6 - There are also other available tools known as electromagnetic testing (EMT) or Remote Field Eddy Current (RFEC) which can be used to assess a baseline level pipe wall loss due to corrosion. However, access for these tools requires a minimum 12-inch outlet, and strict flow regulation, and therefore, it is not currently anticipated that these will be recommended.*

#### **Activity 3.4 – Determine Pipe Interior Roughness Coefficient (C-Factor)**

LAN can determine the average pipe interior roughness coefficient (C-Factor) for each of the pipe segments.

The roughness of the interior of the lines can be evaluated based on assessments made during the internal manned entry or based on CCTV video contingent upon performing Activity 3.2 or 3.3 noted above.

#### **Task 4 - Analysis and Recommendations**

In this Task, LAN will compile the data collected in the previous tasks, provide an evaluation of the pipe integrity and report our findings and recommendations in a Technical Memorandum.

#### **Activity 4.1 – Design of Repairs**

LAN will design repair, replacement and/or other rehab details (ex., CIPP, carbon fiber liners, pipe burst, coating repairs, bond clips, etc.) for leaking or damaged pipe segments.

#### **Activity 4.2 – Cathodic Protection Design**

LAN will design replacement or new sacrificial anode or impressed current cathodic protection systems.

### **B. Additional Services:**

LAN can also provide the following Additional Services under this MSA as needed:

- Topographic Surveying
- Material Testing
- Transient (Surge) Analysis
- Geotechnical Investigation
- Environmental Investigation
- Traffic Control
- Design Services for New Access Manways and Other Pipeline Taps

The engineer shall not perform any task or incur project cost without an approved Task Authorization. Task Authorization proposals shall be developed by the Engineer at the request of the City on as-needed basis. These task authorizations may vary considerably in size and scope. The Engineer will be responsible for preparing a detailed scope and anticipated fee estimate for each Task Authorization.

All services under this MSA will be defined in Task Authorizations. Each Task Authorization will be negotiated individually on a Time and Materials (T&M) or lump sum. Time and Material work shall be invoiced based on attached rate schedule. See Exhibit B-1 for Rate Schedule.

This project is intended to be a base 1-yr contract of \$300,000 with two (2) optional 1-yr renewals of \$300,000/ year. All Task Authorization and renewals will be issued administratively, subject to satisfactory consultant performance and availability of funds.

### **C. Schedule:**

The project is a base contract with two optional renewals, as needed and authorized at the City's discretion. All Task Authorizations will include an independent implementation schedule.

### **D. Fees:**

Negotiated fees will be authorized through each task authorization detailing an associated scope of work and schedule.

For services provided on a T&M basis, monthly invoices will be provided by the Engineer based on actual working hours at agreed upon hourly rates (see Exhibit B-1) and associated expenses. The Director of Engineering Services, or his designee, is responsible for approving Task Authorizations to the Engineer and approving invoiced hours. The Engineer is required to submit a detailed and approved man-hour breakdown with monthly invoices to Engineering Services for payment.

For services provided on a lump sum basis, monthly invoices will be provided by the Engineer based on percent completion of the agreed up on services. The Director of Engineering Services, or his designee, is responsible for approving task authorizations and approving percent completion based on the anticipated fee and project schedule. The Engineer is required to submit monthly invoices to Engineering Services for payment.

**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					
<b>Basic Services:</b>								
Preliminary Phase	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00	\$1,000.00	\$0.00	100.0%
Design Phase	\$2,000.00	\$1,000.00	\$0.00	\$1,000.00	\$500.00	\$1,500.00	\$1,500.00	50.0%
Bid Phase	\$500.00	\$0.00	\$250.00	\$0.00	\$0.00	\$0.00	\$750.00	0.0%
Construction Phase	\$2,500.00	\$0.00	\$1,000.00	\$0.00	\$0.00	\$0.00	\$3,500.00	0.0%
Subtotal Basic Services	\$6,000.00	\$1,000.00	\$1,250.00	\$1,000.00	\$1,500.00	\$2,500.00	\$5,750.00	30.3%
<b>Additional Services:</b>								
Permitting	\$2,000.00	\$0.00	\$0.00	\$500.00	\$0.00	\$500.00	\$1,500.00	25.0%
Warranty Phase	\$0.00	\$1,120.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,120.00	0.0%
Inspection	\$0.00	\$0.00	\$1,627.00	\$0.00	\$0.00	\$0.00	\$1,627.00	0.0%
Platting Survey	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
O & M Manuals	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
SCADA	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Subtotal Additional Services	\$2,000.00	\$1,120.00	\$1,627.00	\$500.00	\$0.00	\$500.00	\$4,247.00	10.5%
<b>Summary of Fees:</b>								
Basic Services Fees	\$6,000.00	\$1,000.00	\$1,250.00	\$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	\$500.00	\$0.00	\$500.00	\$4,247.00	10.5%
<b>Total of Fees</b>	\$8,000.00	\$2,120.00	\$2,877.00	\$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 C-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.

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

Add additional subconsultants as needed.



## EXHIBIT D

### Insurance Requirements

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. **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  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.
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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 List the City and its officers, officials, employees and elected representatives as additional insured by endorsement, as respects operations, completed operation and activities of, or on behalf of, the named insured performed under contract with the City with the exception of the professional liability/Errors & Omissions policy;

1.6.2 Provide for an endorsement that the "other insurance" clause shall not apply to the City of Corpus Christi where the City is an additional insured shown on the policy;

1.6.3 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;

1.6.4 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.



City of  
Corpus  
Christi

SUPPLIER NUMBER  
TO BE ASSIGNED BY CITY  
PURCHASING DIVISION

## CITY OF CORPUS CHRISTI DISCLOSURE OF INTEREST

City of Corpus Christi Ordinance 17112, as amended, requires all persons or firms seeking to do business with the City to provide the following information. Every question must be answered. If the question is not applicable, answer with "NA". See reverse side for Filing Requirements, Certifications and definitions.

COMPANY NAME: Lockwood, Andrews & Newnam, Inc.

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

STREET ADDRESS: 500 N. Shoreline CITY: Corpus Christi ZIP: 78401  
Suite 905

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: Stephen G. Ibreath Title: Vice President  
(Type or Print)

Signature of Certifying  
Person:



Date:

11/31/19

### 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.

**Excerpt from FORM 00 72 00 GENERAL CONDITIONS for Construction Projects related to design services**

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## ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

### 1.01 Defined Terms

- A. Terms with initial capital letters, including the term's singular and plural forms, have the meanings indicated in this paragraph wherever used in the Bidding Requirements or Contract Documents. In addition to the terms specifically defined, terms with initial capital letters in the Contract Documents may include references to identified articles and paragraphs, and the titles of other documents or forms.
1. Addenda - Documents issued prior to the receipt of Bids which clarify or modify the Bidding Requirements or the proposed Contract Documents.
  2. Agreement - The document executed between Owner and Contractor covering the Work.
  3. Alternative Dispute Resolution - The process by which a disputed Claim may be settled as an alternative to litigation, if Owner and Contractor cannot reach an agreement between themselves.
  4. Application for Payment - The forms used by Contractor to request payments from Owner and the supporting documentation required by the Contract Documents.
  5. Award Date – The date the City Council of the City of Corpus Christi (City) authorizes the City Manager or designee to execute the Contract on behalf of the City.
  6. Bid - The documents submitted by a Bidder to establish the proposed Contract Price and Contract Times and provide other information and certifications as required by the Bidding Requirements.
  7. Bidding Documents - The Bidding Requirements, the proposed Contract Documents, and Addenda.
  8. Bidder - An individual or entity that submits a Bid to Owner.
  9. Bidding Requirements - The Invitation for Bids, Instructions to Bidders, Bid Security, Bid Form and attachments, and required certifications.
  10. Bid Security - The financial security in the form of a bid bond provided by Bidder at the time the Bid is submitted and held by Owner until the Agreement is executed and the evidence of insurance and Bonds required by the Contract Documents are provided. A cashier's check, certified check, money order or bank draft from any State or National Bank will also be acceptable.
  11. Bonds - Performance Bond, Payment Bond, Maintenance Bond, and other Surety instruments executed by Surety. When in singular form, refers to individual instrument.
  12. Change Order - A document issued on or after the Effective Date of the Contract and signed by Owner and Contractor which modifies the Work, Contract Price, Contract Times, or terms and conditions of the Contract.
  13. Change Proposal - A document submitted by Contractor in accordance with the requirements of the Contract Documents:
    - a. Requesting an adjustment in Contract Price or Contract Times;

- b. Contesting an initial decision concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents;
  - c. Challenging a set-off against payment due; or
  - d. Seeking a Modification with respect to the terms of the Contract.
- 14. City Engineer - The Corpus Christi City Engineer and/or his designated representative as identified at the preconstruction conference or in the Notice to Proceed.
- 15. Claim - A demand or assertion by Owner or Contractor submitted in accordance with the requirements of the Contract Documents. A demand for money or services by an entity other than the Owner or Contractor is not a Claim.
- 16. Constituent of Concern - Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous wastes, and substances, products, wastes, or other materials that are or become listed, regulated, or addressed pursuant to:
  - a. The Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA");
  - b. The Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.;
  - c. The Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA");
  - d. The Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.;
  - e. The Clean Water Act, 33 U.S.C. §§1251 et seq.;
  - f. The Clean Air Act, 42 U.S.C. §§7401 et seq.; or
  - g. Any other Laws or Regulations regulating, relating to, or imposing liability or standards of conduct concerning hazardous, toxic, or dangerous waste, substance, or material.
- 17. Contract - The entire integrated set of documents concerning the Work and describing the relationship between the Owner and Contractor.
- 18. Contract Amendment - A document issued on or after the Effective Date of the Contract and signed by Owner and Contractor which:
  - a. Authorizes new phases of the Work and establishes the Contract Price, Contract Times, or terms and conditions of the Contract for the new phase of Work; or
  - b. Modifies the terms and conditions of the Contract, but does not make changes in the Work.
- 19. Contract Documents - Those items designated as Contract Documents in the Agreement.
- 20. Contract Price - The monetary amount stated in the Agreement and as adjusted by Modifications, and increases or decreases in unit price quantities, if any, that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.
- 21. Contract Times - The number of days or the dates by which Contractor must:
  - a. Achieve specified Milestones;



- b. Achieve Substantial Completion; and
  - c. Complete the Work.
- 22. Contractor - The individual or entity with which Owner has contracted for performance of the Work.
- 23. Contractor's Team - Contractor and Subcontractors, Suppliers, individuals, or entities directly or indirectly employed or retained by them to perform part of the Work or anyone for whose acts they may be liable.
- 24. Cost of the Work - The sum of costs incurred for the proper performance of the Work as allowed by Article 15.
- 25. Defective - When applied to Work, refers to Work that is unsatisfactory, faulty, or deficient in that it:
  - a. Does not conform to the Contract Documents;
  - b. Does not meet the requirements of applicable inspections, reference standards, tests, or approvals referred to in the Contract Documents; or
  - c. Has been damaged or stolen prior to OAR's recommendation of final payment unless responsibility for the protection of the Work has been assumed by Owner at Substantial Completion in accordance with Paragraphs 17.12 or 17.13.
- 26. **Designer** - The individuals or entity named as **Designer** in the Agreement and the subconsultants, individuals, or entities directly or indirectly employed or retained by **Designer** to provide design or other technical services to the Owner. **Designer** has responsibility for engineering or architectural design and technical issues related to the Contract Documents. **Designers** are Licensed Professional Engineers, Registered Architects or Registered Landscape Architects qualified to practice their profession in the State of Texas.
- 27. Drawings - The part of the Contract that graphically shows the scope, extent, and character of the Work. Shop Drawings and other Contractor documents are not Drawings.
- 28. Effective Date of the Contract - The date indicated in the Agreement on which the City Manager or designee has signed the Contract.
- 29. Field Order - A document issued by OAR or **Designer** requiring changes in the Work that do not change the Contract Price or the Contract Times.
- 30. Hazardous Environmental Condition - The presence of Constituents of Concern at the Site in quantities or circumstances that may present a danger to persons or property exposed to Constituents of Concern. The presence of Constituents of Concern at the Site necessary for the execution of the Work or to be incorporated in the Work is not a Hazardous Environmental Condition provided these Constituents of Concern are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract.
- 31. Indemnified Costs - All costs, losses, damages, and legal or other dispute resolution costs resulting from claims or demands against Owner's Indemnitees. These costs include fees for engineers, architects, attorneys, and other professionals.

32. Laws and Regulations; Laws or Regulations - Applicable laws, statutes, rules, regulations, ordinances, codes, and orders of governmental bodies, agencies, authorities, and courts having jurisdiction over the Project.
33. Liens - Charges, security interests, or encumbrances upon Contract related funds, real property, or personal property.
34. Milestone - A principal event in the performance of the Work that Contractor is required by Contract to complete by a specified date or within a specified period of time.
35. Modification - Change made to the Contract Documents by one of the following methods:
  - a. Contract Amendment;
  - b. Change Order;
  - c. Field Order; or
  - d. Work Change Directive.
36. Notice of Award - The notice of Owner's intent to enter into a contract with the Selected Bidder.
37. Notice to Proceed - A notice to Contractor of the Contract Times and the date Work is to begin.
38. Owner - The City of Corpus Christi (City), a Texas home-rule municipal corporation and political subdivision organized under the laws of the State of Texas, acting by and through its duly authorized City Manager and his designee, the City Engineer (the Director of Engineering Services), and the City's officers, employees, agents, or representatives, authorized to administer design and construction of the Project.
39. Owner's Authorized Representative or OAR - The individual or entity named as OAR in the Agreement and the consultants, subconsultants, individuals, or entities directly or indirectly employed or retained by them to provide construction management services to the Owner. The OAR may be an employee of the Owner.
40. Owner's Indemnitees - Each member of the OPT and their officers, directors, members, partners, employees, agents, consultants, and subcontractors.
41. Owner's Project Team or OPT - The Owner, Owner's Authorized Representative, Resident Project Representative, **Designer**, and the consultants, subconsultants, individuals, or entities directly or indirectly employed or retained by them to provide services to the Owner.
42. Partial Occupancy or Use - Use by Owner of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.
43. Progress Schedule - A schedule prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times. The Progress Schedule must be a Critical Path Method (CPM) Schedule.
44. Project - The total undertaking to be accomplished for Owner under the Contract Documents.

45. Resident Project Representative or RPR - The authorized representative of OPT assigned to assist OAR at the Site. As used herein, the term Resident Project Representative includes assistants and field staff of the OAR.
46. Samples - Physical examples of materials, equipment, or workmanship representing some portion of the Work that are used to establish the standards for that portion of the Work.
47. Schedule of Documents - A schedule of required documents, prepared, and maintained by Contractor.
48. Schedule of Values - A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for Contractor's Applications for Payment.
49. Selected Bidder - The Bidder to which Owner intends to award the Contract.
50. Shop Drawings - All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
51. Site - Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed. The Site includes rights-of-way, easements, and other lands furnished by Owner which are designated for use by the Contractor.
52. Specifications - The part of the Contract that describes the requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
53. Subcontractor - An individual or entity having a direct contract with Contractor or with other Subcontractors or Suppliers for the performance of a part of the Work.
54. Substantial Completion - The point where the Work or a specified part of the Work is sufficiently complete to be used for its intended purpose in accordance with the Contract Documents.
55. Supplementary Conditions - The part of the Contract that amends or supplements the General Conditions.
56. Supplier - A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with Subcontractors or other Suppliers to furnish materials or equipment to be incorporated in the Work.
57. Technical Data - Those items expressly identified as Technical Data in the Supplementary Conditions with respect to either:
  - a. Subsurface conditions at the Site;
  - b. Physical conditions relating to existing surface or subsurface structures at the Site, except Underground Facilities; or
  - c. Hazardous Environmental Conditions at the Site.
58. Underground Facilities - All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, other similar facilities or appurtenances, and encasements containing these facilities which are used to convey electricity, gases,

steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

- 59. Unit Price Work - Work to be paid for on the basis of unit prices.
- 60. Work - The construction of the Project or its component parts as required by the Contract Documents.
- 61. Work Change Directive - A directive issued to Contractor on or after the Effective Date of the Contract ordering an addition, deletion, or revision in the Work. The Work Change Directive serves as a memorandum of understanding regarding the directive until a Change Order can be issued.

## 1.02 Terminology

- A. The words and terms discussed in this Paragraph 1.02 are not defined, but when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. It is understood that the cost for performing Work is included in the Contract Price and no additional compensation is to be paid by Owner unless specifically stated otherwise in the Contract Documents. Expressions including or similar to “at no additional cost to Owner,” “at Contractor’s expense,” or similar words mean that the Contractor is to perform or provide specified operation of Work without an increase in the Contract Price.
- C. The terms “day” or “calendar day” mean a calendar day of 24 hours measured from midnight to the next midnight.
- D. The meaning and intent of certain terms or adjectives are described as follows:
  - 1. The terms “as allowed,” “as approved,” “as ordered,” “as directed,” or similar terms in the Contract Documents indicate an exercise of professional judgment by the OPT.
  - 2. Adjectives including or similar to “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or similar adjectives are used to describe a determination of OPT regarding the Work.
  - 3. Any exercise of professional judgment by the OPT will be made solely to evaluate the Work for general compliance with the Contract Documents unless there is a specific statement in the Contract Documents indicating otherwise.
  - 4. The use of these or similar terms or adjectives does not assign a duty or give OPT authority to supervise or direct the performance of the Work, or assign a duty or give authority to the OPT to undertake responsibilities contrary to the provisions of Articles 9 or 10 or other provisions of the Contract Documents.
- E. The use of the words “furnish,” “install,” “perform,” and “provide” have the following meanings when used in connection with services, materials, or equipment:
  - 1. Furnish means to supply and deliver the specified services, materials, or equipment to the Site or other specified location ready for use or installation.
  - 2. Install means to complete construction or assembly of the specified services, materials, or equipment so they are ready for their intended use.

3. Perform or provide means to furnish and install specified services, materials, or equipment, complete and ready for their intended use.
  4. Perform or provide the specified services, materials, or equipment complete and ready for intended use if the Contract Documents require specific services, materials, or equipment, but do not expressly use the words “furnish,” “install,” “perform,” or “provide.”
- F. Contract Documents are written in modified brief style:
1. Requirements apply to all Work of the same kind, class, and type even though the word “all” is not stated.
  2. Simple imperative sentence structure is used which places a verb as the first word in the sentence. It is understood that the words “furnish,” “install,” “perform,” “provide,” or similar words include the meaning of the phrase “The Contractor shall...” before these words.
  3. Unless specifically stated that action is to be taken by the OPT or others, it is understood that the action described is a requirement of the Contractor.
- G. Words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with this recognized meaning unless stated otherwise in the Contract Documents.
- H. Written documents are required where reference is made to notices, reports, approvals, consents, documents, statements, instructions, opinions or other types of communications required by the Contract Documents. Approval and consent documents must be received by Contractor prior to the action or decision for which approval or consent is given. These may be made in printed or electronic format through the OPT’s project management information system or other electronic media as required by the Contract Documents or approved by the OAR.
- I. Giving notice as required by the Contract Documents may be by printed or electronic media using a method that requires acknowledgment of the receipt of that notice.

## **ARTICLE 2 – PRELIMINARY MATTERS**

## **ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE**

### **3.01 Intent**

- B. Provide equipment that is functionally complete as described in the Contract Documents. The Drawings and Specifications do not indicate or describe all of the Work required to complete the installation of products purchased by the Owner or Contractor. Additional details required for the correct installation of selected products are to be provided by the Contractor and coordinated with the **Designer** through the OAR.

### **3.02 Reference Standards**

Comply with applicable construction industry standards, whether referenced or not.

1. Standards referenced in the Contract Documents govern over standards not referenced but recognized as applicable in the construction industry.

2. Comply with the requirements of the Contract Documents if they produce a higher quality of Work than the applicable construction industry standards.
3. **Designer** determines whether a code or standard is applicable, which of several are applicable, or if the Contract Documents produce a higher quality of Work.

3.03 Reporting and Resolving Discrepancies

3.04 Interpretation of the Contract Documents

Submit questions regarding the design of the Project described in the Contract Documents to the OAR immediately after those questions arise. OAR is to request an interpretation of the Contract Documents from the **Designer**. **Designer** is to respond to these questions by providing an interpretation of the Contract Documents. OAR will coordinate the response of the OPT to Contractor.

- C. OPT may initiate a Modification to the Contract Documents through the OAR if a response to the question indicates that a change in the Contract Documents is required. Contractor may appeal **Designer's** or OAR's interpretation by submitting a Change Proposal.

**ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK**

**ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS**

5.01 Availability of Lands

5.02 Use of Site and Other Areas

5.03 Subsurface and Physical Conditions

5.04 Differing Subsurface or Physical Conditions

OAR is to notify the OPT after receiving notice of a differing subsurface or physical condition from the Contractor. **Designer** is to:

1. Promptly review the subsurface or physical condition;
  2. Determine the necessity of OPT's obtaining additional exploration or tests with respect to the subsurface or physical condition;
  3. Determine if the subsurface or physical condition falls within one or more of the differing Site condition categories in Paragraph 5.04.A;
  4. Prepare recommendations to OPT regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question;
  5. Determine the need for changes in the Drawings or Specifications; and
  6. Advise OPT of **Designer's** findings, conclusions, and recommendations.
- C. OAR is to issue a statement to Contractor regarding the subsurface or physical condition in question and recommend action as appropriate after review of **Designer's** findings, conclusions, and recommendations.

#### 5.05 Underground Facilities

The **Designer** is to take the following action after receiving notice from the OAR:

1. Promptly review the Underground Facility and conclude whether the Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy;
  2. Prepare recommendations to OPT regarding the Contractor's resumption of Work in connection with this Underground Facility;
  3. Determine the extent to which a change is required in the Drawings or Specifications to document the consequences of the existence or location of the Underground Facility; and
  4. Advise OAR of **Designer**'s findings, conclusions, and recommendations and provide revised Drawings and Specifications if required.
- D. OAR is to issue a statement to Contractor regarding the Underground Facility in question and recommend action as appropriate after review of **Designer**'s findings, conclusions, and recommendations.

#### **ARTICLE 6 – BONDS AND INSURANCE**

#### **ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES**

#### **ARTICLE 8 – OTHER WORK AT THE SITE**

#### **ARTICLE 9 – OWNER'S AND OPT'S RESPONSIBILITIES**

##### 9.01 Communications to Contractor

- A. OPT issues communications to Contractor through OAR except as otherwise provided in the Contract Documents.

##### 9.02 Replacement of Owner's Project Team Members

- A. Owner may replace members of the OPT at its discretion.

##### 9.03 Furnish Data

- A. OPT is to furnish the data required of OPT under the Contract Documents.

##### 9.04 Pay When Due

##### 9.05 Lands and Easements; Reports and Tests

- A. Owner's duties with respect to providing lands and easements are described in Paragraph 5.01. OPT will make copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site available to Contractor in accordance with Paragraph 5.03.

- 9.06 Insurance
- 9.07 Modifications
- 9.08 Inspections, Tests, and Approvals
  - A. OPT's responsibility with respect to certain inspections, tests, and approvals are described in Paragraph 16.02.
- 9.09 Limitations on OPT's Responsibilities
  - A. The OPT does not supervise, direct, or have control or authority over, and is not responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or related safety precautions and programs, or for failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. OPT is not responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- 9.10 Undisclosed Hazardous Environmental Condition
  - A. OPT's responsibility for undisclosed Hazardous Environmental Conditions is described in Paragraph 5.06.
- 9.11 Compliance with Safety Program
  - A. Contractor is to inform the OPT of its safety programs and OPT is to comply with the specific applicable requirements of this program.

#### **ARTICLE 10 – OAR'S AND DESIGNER'S STATUS DURING CONSTRUCTION**

- 10.01 Owner's Representative
  - A. OAR is Owner's representative. The duties and responsibilities and the limitations of authority of OAR as Owner's representative are described in the Contract Documents.
- 10.02 Visits to Site
  - A. **Designer** is to make periodic visits to the Site to observe the progress and quality of the Work. **Designer** is to determine, in general, if the Work is proceeding in accordance with the Contract Documents based on observations made during these visits. **Designer** is not required to make exhaustive or continuous inspections to check the quality or quantity of the Work. **Designer** is to inform the OPT of issues or concerns and OAR is to work with Contractor to address these issues or concerns. **Designer**'s visits and observations are subject to the limitations on **Designer**'s authority and responsibility described in Paragraphs 9.09 and 10.07.
  - B. OAR is to observe the Work to check the quality and quantity of Work, implement Owner's quality assurance program, and administer the Contract as Owner's representative as described in the Contract Documents. OAR's visits and observations are subject to the limitations on OAR's authority and responsibility described in Paragraphs 9.09 and 10.07.



#### 10.03 Resident Project Representatives

- A. Resident Project Representatives assist OAR in observing the progress and quality of the Work at the Site. The limitations on Resident Project Representatives' authority and responsibility are described in Paragraphs 9.09 and 10.07.

#### 10.04 Rejecting Defective Work

- A. OPT has the authority to reject Work in accordance with Article 16. OAR is to issue a Defective Work Notice to Contractor and document when Defective Work has been corrected or accepted in accordance with Article 16.

#### 10.05 Shop Drawings, Modifications and Payments

- A. **Designer's** authority related to Shop Drawings and Samples are described in the Contract Documents.
- B. **Designer's** authority related to design calculations and design drawings submitted in response to a delegation of professional design services are described in Paragraph 7.15.
- C. OAR and **Designer's** authority related to Modifications is described in Article 11.
- D. OAR's authority related to Applications for Payment is described in Articles 15 and 17.

#### 10.06 Decisions on Requirements of Contract Documents and Acceptability of Work

- A. OAR is to render decisions regarding non-technical or contractual / administrative requirements of the Contract Documents and will coordinate the response of the OPT to Contractor.
- B. **Designer** is to render decisions regarding the conformance of the Work to the requirements of the Contract Documents. **Designer** will render a decision to either correct the Defective Work, or accept the Work under the provisions of Paragraph 16.04, if Work does not conform to the Contract Documents. OAR will coordinate the response of the OPT to Contractor.
- C. OAR will issue a Request for a Change Proposal if a Modification is required. OAR will provide documentation for changes related to the non-technical or contractual / administrative requirements of the Contract Documents. **Designer** will provide documentation if design related changes are required.
- D. Contractor may appeal **Designer's** decision by submitting a Change Proposal if Contractor does not agree with the **Designer's** decision.

#### 10.07 Limitations on OAR's and **Designer's** Authority and Responsibilities

- A. OPT is not responsible for the acts or omissions of Contractor's Team. No actions or failure to act, or decisions made in good faith to exercise or not exercise the authority or responsibility available under the Contract Documents creates a duty in contract, tort, or otherwise of the OPT to the Contractor or members of the Contractor's Team.

## **ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK**

### **ARTICLE 12 – CHANGE MANAGEMENT**

#### **12.01 Requests for Change Proposal**

- A. **Designer** will initiate Modifications by issuing a Request for a Change Proposal (RCP).
  - 1. **Designer** will prepare a description of proposed Modifications.
  - 2. **Designer** will issue the Request for a Change Proposal form to Contractor. A number will be assigned to the Request for a Change Proposal when issued.
  - 3. Return a Change Proposal in accordance with Paragraph 12.02 to the **Designer** for evaluation by the OPT.

#### **12.02 Change Proposals**

- A. Submit a Change Proposal (CP) to the **Designer** for Contractor initiated changes in the Contract Documents or in response to a Request for Change Proposal.
  - 1. Use the Change Proposal form provided.
  - 2. Assign a number to the Change Proposal when issued.
  - 3. Include with the Change Proposal:
    - a. A complete description of the proposed Modification if Contractor initiated or proposed changes to the OPT's description of the proposed Modification.
    - b. The reason the Modification is requested, if not in response to a Request for a Change Proposal.
    - c. A detailed breakdown of the cost of the change if the Modification requires a change in Contract Price. The itemized breakdown is to include:
      - 1) List of materials and equipment to be installed;
      - 2) Man hours for labor by classification;
      - 3) Equipment used in construction;
      - 4) Consumable supplies, fuels, and materials;
      - 5) Royalties and patent fees;
      - 6) Bonds and insurance;
      - 7) Overhead and profit;
      - 8) Field office costs;
      - 9) Home office cost; and
      - 10) Other items of cost.
    - d. Provide the level of detail outlined in the paragraph above for each Subcontractor or Supplier actually performing the Work if Work is to be provided by a Subcontractor or Supplier. Indicate appropriate Contractor mark-ups for Work

provided through Subcontractors and Suppliers. Provide the level of detail outline in the paragraph above for self-performed Work.

- e. Submit Change Proposals that comply with Article 15 for Cost of Work.
  - f. Provide a revised schedule. Show the effect of the change on the Project Schedule and the Contract Times.
- B. Submit a Change Proposal to the **Designer** to request a Field Order.
- C. A Change Proposal is required for all substitutions or deviations from the Contract Documents.
- D. Request changes to products in accordance with Article 25.

12.03 **Designer** Will Evaluate Request for Modification

- A. **Designer** will issue a Modification per Article 11 if the Change Proposal is acceptable to the Owner. **Designer** will issue a Change Order or Contract Amendment for any changes in Contract Price or Contract Times.
- 1. Change Orders and Contract Amendments will be sent to the Contractor for execution with a copy to the Owner recommending approval. A Work Change Directive may be issued if Work needs to progress before the Change Order or Contract Amendment can be authorized by the Owner.
  - 2. Work Change Directives, Change Orders, and Contract Amendments can only be approved by the Owner.
    - a. Work performed on the Change Proposal prior to receiving a Work Change Directive or approval of the Change Order or Contract Amendment is performed at the Contractor's risk.
    - b. No payment will be made for Work on Change Orders or Contract Amendments until approved by the Owner.
- B. The Contractor may be informed that the Request for a Change Proposal is not approved and construction is to proceed in accordance with the Contract Documents.

**ARTICLE 13 – CLAIMS**

13.01 Claims

13.02 Claims Process

- A. Claims must be initiated by written notice. Notice must conspicuously state that it is a notice of a Claim in the subject line or first sentence. Notice must also list the date of first occurrence of the claimed event.
- B. Claims by Contractor must be in writing and delivered to the Owner, **Designer** and the OAR within 7 days:
- 1. After the start of the event giving rise to the Claim; or
  - 2. After a final decision on a Change Proposal has been made.

- C. Claims by Contractor that are not received within the time period provided by section 13.02(B) are waived. Owner may choose to deny such Claims without a formal review. Any Claims by Contractor that are not brought within 90 days following the termination of the Contract are waived and shall be automatically deemed denied.
- D. Claims by Owner must be submitted by written notice to Contractor.
- E. The responsibility to substantiate a Claim rests with the entity making the Claim. Claims must contain sufficient detail to allow the other party to fully review the Claim.
  - 1. Claims seeking an adjustment of Contract Price must include the Contractor's job cost report. Provide additional documentation as requested by OAR.
  - 2. Claims seeking an adjustment of Contract Time must include native schedule files in Primavera or MS Project digital format. Provide additional documentation as requested by OAR.
- F. Contractor must certify that the Claim is made in good faith, that the supporting data is accurate and complete, and that to the best of Contractor's knowledge and belief, the relief requested accurately reflects the full compensation to which Contractor is entitled.
- G. Claims by Contractor against Owner and Claims by Owner against Contractor, including those alleging an error or omission by Designer but excluding those arising under Section 7.12, shall be referred initially to Designer for consideration and recommendation to Owner.
- H. Designer may review a Claim by Contractor within 30 days of receipt of the Claim and take one or more of the following actions:
  - 1. Request additional supporting data from the party who made the Claim;
  - 2. Issue a recommendation;
  - 3. Suggest a compromise; or
  - 4. Advise the parties that Designer is not able to make a recommendation due to insufficient information or a conflict of interest.
- I. If the Designer does not take any action, the claim shall be deemed denied.
- J. The Contractor and the Owner shall seek to resolve the Claim through the exchange of information and direct negotiations. If no agreement is reached within 90 days, the Claim shall be deemed denied. The Owner and Contractor may extend the time for resolving the Claim by mutual agreement. Notify OAR of any actions taken on a Claim.
- K. Owner and Contractor may mutually agree to mediate the underlying dispute at any time after a recommendation is issued by the Designer.

**ARTICLE 14 – PREVAILING WAGE RATE REQUIREMENTS**

**ARTICLE 15 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK**

**ARTICLE 16 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK**

**ARTICLE 17 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD**

**ARTICLE 18 – SUSPENSION OF WORK AND TERMINATION**

**ARTICLE 19 – PROJECT MANAGEMENT**

**ARTICLE 20 – PROJECT COORDINATION**

20.01 Work Included

20.02 Document Submittal

20.03 Communication During Project

- A. The OAR is to be the first point of contact for all parties on matters concerning this Project.
- B. The **Designer** will coordinate correspondence concerning:
  - 1. Documents, including Applications for Payment.
  - 2. Clarification and interpretation of the Contract Documents.
  - 3. Contract Modifications.
  - 4. Observation of Work and testing.
  - 5. Claims.

20.04 Requests for Information

- A. Submit Request for Information (RFI) to the **Designer** to obtain additional information or clarification of the Contract Documents.
  - 1. Submit a separate RFI for each item on the form provided.
  - 2. Attach adequate information to permit a written response without further clarification. **Designer** will return requests that do not have adequate information to the Contractor for additional information. Contractor is responsible for all delays resulting from multiple document submittals due to inadequate information.
  - 3. A response will be made when adequate information is provided. Response will be made on the RFI form or in attached information.
- B. Response to an RFI is given to provide additional information, interpretation, or clarification of the requirements of the Contract Documents, and does not modify the Contract Documents.
- C. **Designer** will initiate a Request for a Change Proposal (RCP) per Article 12 if the RFI indicates that a Contract Modification is required.

## **ARTICLE 21 – QUALITY MANAGEMENT**

## **ARTICLE 22 – FINAL RESOLUTION OF DISPUTES**

## **ARTICLE 23 – MINORITY/MBE/DBE PARTICIPATION POLICY**

## **ARTICLE 24 – DOCUMENT MANAGEMENT**

## **ARTICLE 25 – SHOP DRAWINGS**

### **25.01 Work Included**

- A. Shop Drawings are required for those products that cannot adequately be described in the Contract Documents to allow fabrication, erection, or installation of the product without additional detailed information from the Supplier.
- B. Submit Shop Drawings as required by the Contract Documents and as reasonably requested by the OPT to:
  - 1. Record the products incorporated into the Project for the Owner;
  - 2. Provide detailed information for the products proposed for the Project regarding their fabrication, installation, commissioning, and testing; and
  - 3. Allow the **Designer** to advise the Owner if products proposed for the Project by the Contractor conform, in general, to the design concepts of the Contract Documents.

### **25.02 Quality Assurance**

### **25.03 Contractor's Responsibilities**

### **25.04 Shop Drawing Requirements**

- A. Provide adequate information in Shop Drawings and Samples so **Designer** can:
  - 1. Assist the Owner in selecting colors, textures, or other aesthetic features.
  - 2. Compare the proposed features of the product with the specified features and advise Owner that the product does, in general, conform to the Contract Documents.
  - 3. Compare the performance features of the proposed product with those specified and advise the Owner that the product does, in general, conform to the performance criteria specified in the Contract Documents.
  - 4. Review required certifications, guarantees, warranties, and service agreements for compliance with the Contract Documents.

25.05 Special Certifications and Reports

25.06 Warranties and Guarantees

25.07 Shop Drawing Submittal Procedures

25.08 Sample and Mockup Submittal Procedures

25.09 Requests for Deviation

25.10 **Designer** Responsibilities

- A. Shop Drawings will be received by the **Designer**. **Designer** will log the documents and review per this Article for general conformance with the Contract Documents.
  - 1. **Designer**'s review and approval will be only to determine if the products described in the Shop Drawing or Sample will, after installation or incorporation into the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
  - 2. **Designer**'s review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.
  - 3. **Designer**'s review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
- B. Comments will be made on items called to the attention of the **Designer** for review and comment. Any marks made by the **Designer** do not constitute a blanket review of the document submittal or relieve the Contractor from responsibility for errors or deviations from the Contract requirements.
  - 1. **Designer** will respond to Contractor's markups by either making markups directly in the Shop Drawings file using the color green or by attaching a Document Review Comments form with review comments.
  - 2. Shop Drawings that are reviewed will be returned with one or more of the following status designations:
    - a. Approved: Shop Drawing is found to be acceptable as submitted.
    - b. Approved as Noted: Shop Drawing is Approved so long as corrections or notations made by **Designer** are incorporated into the Show Drawing.
    - c. Not Approved: Shop Drawing or products described are not acceptable.
  - 3. Shop Drawing will also be designated for one of the following actions:
    - a. Final distribution: Shop Drawing is acceptable without further action and has been filed as a record document.
    - b. Shop Drawing not required: A Shop Drawing was not required by the Contract Documents. Resubmit the document per Article 26.

- c. Cancelled: This action indicates that for some reason, the Shop Drawing is to be removed from consideration and all efforts regarding the processing of that document are to cease.
  - d. Revise and resubmit: Shop Drawing has deviations from the Contract Documents, significant errors, or is inadequate and must be revised and resubmitted for subsequent review.
  - e. Resubmit with corrections made: Shop Drawing is "Approved as Noted," but has significant markups. Make correction and notations to provide a revised document with markup incorporated into the original document so that no markups are required.
  - f. Returned without review due to excessive deficiencies: Document does not meet the requirement of the Specifications for presentation or content to the point where continuing to review the document would be counterproductive to the review process or clearly does not meet the requirements of the Contract Documents. Revise the Shop Drawing to comply with the requirements of this Section and resubmit.
  - g. Actions a through c will close out the Shop Drawing review process and no further action is required as a Shop Drawing. Actions d through f require follow up action to close out the review process.
- 4. Drawings with a significant or substantial number of markings by the Contractor may be marked "Approved as Noted" and "Resubmit with corrections made." These drawings are to be revised to provide a clean record of the Shop Drawing. Proceed with ordering products as the documents are revised.
  - 5. Dimensions or other data that does not appear to conform to the Contract Documents will be marked as "At Variance With" (AVW) the Contract Documents or other information provided. The Contractor is to make revisions as appropriate to comply with the Contract Documents.
- C. Bring deviations to the Shop Drawings to the attention of the **Designer** for approval by using the Shop Drawing Deviation Request form. Use a single line for each requested deviation so the Status and Action for each deviation can be determined for that requested deviation. If approval or rejection of a requested deviation will impact other requested deviations, then all related deviations should be included in that requested deviation line so the status and action can be determined on the requested deviation as a whole.
  - D. Requested deviations will be reviewed as possible Modification to the Contract Documents.
    - 1. A Requested deviation will be rejected as "Not Approved" if the requested deviation is unacceptable. Contractor is to revise and resubmit the Shop Drawing with corrections for approval.
    - 2. A Field Order will be issued by the **Designer** for deviations approved by the **Designer** if the requested deviation is acceptable and if the requested deviation will not result in a change in Contract Price or Contract Times. Requested deviations from the Contract Documents may only be approved by Field Order.
    - 3. A requested deviation will be rejected if the requested deviation is acceptable but the requested deviation will or should result in a change in Contract Price or Contract Times.



Submit any requested deviation that requires a change in Contract Price or Contract Times as a Change Proposal for approval prior to resubmitting the Shop Drawing.

- E. Contractor is to resubmit the Shop Drawing until it is acceptable and marked Approved or Approved as Noted and is assigned an action per Paragraph 25.10.B that indicates that the Shop Drawing process is closed.
- F. Information that is submitted as a Shop Drawings that should be submitted as Record Data or other type of document, or is not required may be returned without review, or may be deleted. No further action is required and the Shop Drawing process for this document will be closed.

## **ARTICLE 26 – RECORD DATA**

26.01 Work Included

26.02 Quality Assurance

26.03 Contractor's Responsibilities

26.04 Record Data Requirements

26.05 Special Certifications and Reports

26.06 Warranties and Guarantees

26.07 Record Data Submittal Procedures

26.08 **Designer's** Responsibilities

- A. Record Data will be received by the **Designer**, logged, and provided to Owner as the Project record.
  - 1. Record Data may be reviewed to see that the information provided is adequate for the purpose intended. Record Data not meeting the requirements of Paragraph 26.02 may be rejected as unacceptable.
  - 2. Record Data is not reviewed for compliance with the Contract Documents. Comments may be returned if deviations from the Contract Documents are noted during the cursory review performed to see that the information is adequate.
  - 3. Contractor's responsibility for full compliance with the Contract Documents is not relieved by the review of Record Data. Contract modifications can only be approved by a Modification.
- B. **Designer** may take the following action in processing Record Data:
  - 1. File Record Data as received if the cursory review indicates that the document meets the requirements of Paragraph 26.02. Document will be given the status of "Filed as Received" and no further action is required on that Record Data.
  - 2. Reject the Record Data for one of the following reasons:
    - a. The document submittal requirements of the Contract Documents indicate that the document submitted as Record Data should have been submitted as a Shop

Drawing. The Record Data will be marked "Rejected" and "Submit Shop Drawing." No further action is required on this document as Record Data and the Record Data process will be closed. Resubmit the document as a Shop Drawing per Article 25.

- b. The cursory review indicates that the document does not meet the requirements of Paragraph 26.02. The Record Data will be marked "Rejected" and "Revise and Resubmit." Contractor is to resubmit the Record Data until it is acceptable and marked "Filed as Received." When Record Data is filed, no further action is required and the Record Data process will be closed.
  - c. The Record Data is not required by the Contract Documents nor is the Record Data applicable to the Project. The Record Data will be marked "Rejected" and "Cancel - Not Required." No further action is required and the Record Data process will be closed.
- C. Contractor is to resubmit the Record Data until it is acceptable and marked "Filed as Received."

## **ARTICLE 27 – CONSTRUCTION PROGRESS SCHEDULE**

## **ARTICLE 28 – VIDEO AND PHOTOGRAPHIC DOCUMENTATION**

## **ARTICLE 29 – EXECUTION AND CLOSEOUT**

### **29.01 Substantial Completion**

- A. Notify the **Designer** that the Work or a designated portion of the Work is substantially complete per the General Conditions. Include a list of the items remaining to be completed or corrected before the Project will be considered to be complete.
- B. OPT will visit the Site to observe the Work within a reasonable time after notification is received to determine the status of the Project.
- C. **Designer** will notify the Contractor that the Work is either substantially complete or that additional Work must be performed before the Project will be considered substantially complete.
  - 1. **Designer** will notify the Contractor of items that must be completed before the Project will be considered substantially complete.
  - 2. Correct the noted deficiencies in the Work.
  - 3. Notify the **Designer** when the items of Work in the **Designer's** notice have been completed.
  - 4. OPT will revisit the Site and repeat the process.
  - 5. **Designer** will issue a Certificate of Substantial Completion to the Contractor when the OPT considers the Project to be substantially complete. The Certificate will include a tentative list of items to be corrected before Final Payment will be recommended.
  - 6. Review the list and notify the **Designer** of any objections to items on the list within 10 days after receiving the Certificate of Substantial Completion.

## 29.02 Final Inspections

- A. Notify the **Designer** when:
  - 1. Work has been completed in compliance with the Contract Documents;
  - 2. Equipment and systems have been tested per Contract Documents and are fully operational;
  - 3. Final Operations and Maintenance Manuals have been provided to the Owner and all operator training has been completed;
  - 4. Specified spare parts and special tools have been provided; and
  - 5. Work is complete and ready for final inspection.
- B. OPT will visit the Site to determine if the Project is complete and ready for Final Payment within a reasonable time after the notice is received.
- C. **Designer** will notify the Contractor that the Project is complete or will notify the Contractor that Work is Defective.
- D. Take immediate steps to correct Defective Work. Notify the **Designer** when Defective Work has corrected. OPT will visit the Site to determine if the Project is complete and the Work is acceptable. **Designer** will notify the Contractor that the Project is complete or will notify the Contractor that Work is Defective.
- E. Submit the Request for Final Payment with the closeout documents described in Paragraph 29.06 if notified that the Project is complete and the Work is acceptable.

## ARTICLE 30 – MISCELLANEOUS

**END OF SECTION**