



## SERVICE AGREEMENT NO. 2699

### CONTRACT FOR PROFESSIONAL SERVICES

#### FOR PROJECT (No./Name) 18171A - COLE PARK PIER IMPROVEMENTS

The City of Corpus Christi, a Texas home rule municipal corporation, P.O. Box 9277, Corpus Christi, Nueces County, Texas 78469-9277 (City) acting through its duly authorized City Manager or Designee (Director) and JACOBS ENGINEERING GROUP, INC., 555 N. Carancahua, Suite 320, Corpus Christi, Nueces County, Texas, 78401 (Consultant), hereby agree as follows:

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## ARTICLE I – SCOPE OF SERVICES

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

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

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

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

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

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

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

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

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

1.7 For projects that require subsurface utility investigation:

1.7.1 The Consultant agrees to prepare and submit to the City prior to the 60% submittal a signed and sealed report identifying all utilities within the project area at the Quality Level specified in **Exhibits A and A-1**. It is assumed that all utilities will be identified using Quality Level A exploratory excavation unless stated otherwise.

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

1.8 For project with potential utility conflicts:

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

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

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

## ARTICLE II – QUALITY CONTROL

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

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

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

## ARTICLE III – COMPENSATION

3.1 The Compensation for Preliminary Phase Services (Basic and Additional) included in this Agreement and in the Scope of Services for this Agreement shall not exceed **\$100,000.00, and will be performed on a time and material (T&M) basis.**

3.2 The Consultant's fee will be on a lump sum or time and materials (T&M) basis as detailed in **Exhibit A and A-1** and will be full and total compensation for all services and for all expenses incurred in performing these services. Consultant shall submit a Rate Schedule with their proposal.

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

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

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

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

3.7 Consultant certifies that title to all services covered by a Payment Request shall pass to City no later than the time of payment. Consultant further certifies that, upon submittal of a Payment Request, all services for which Payment Requests have been previously issued and payments received from City shall, to the best of Consultant's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of Consultant or other persons or entities making a claim by reason of having provided labor or services relating to this Agreement. **CONSULTANT SHALL INDEMNIFY AND HOLD CITY HARMLESS FROM ANY LIENS, CLAIMS, SECURITY INTERESTS OR ENCUMBRANCES FILED BY ANYONE CLAIMING BY, THROUGH OR UNDER THE ITEMS COVERED BY PAYMENTS MADE BY CITY TO CONSULTANT.**

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

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

3.9.1 delays in the performance of Consultant's work;

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

3.9.3 damage to City; or

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

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

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

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

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

#### ARTICLE IV – TIME AND PERIOD OF SERVICE

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

4.2 This service shall be for a period of five years beginning on the Effective Date.

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

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

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

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

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

#### ARTICLE V – OPINIONS OF COST

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

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

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

#### ARTICLE VI – INSURANCE REQUIREMENTS

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

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

#### ARTICLE VII – INDEMNIFICATION

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

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

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

## ARTICLE VIII – TERMINATION OF AGREEMENT

### 8.1 By Consultant:

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

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

### 8.2 By City:

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

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

### 8.3 Termination Procedure

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

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

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

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

## ARTICLE IX – RIGHT OF REVIEW AND AUDIT

9.1 Consultant grants City, or its designees, the right to audit, examine or inspect, at City's election, all of Consultant's records relating to the performance of the Work under this Agreement, during the term of this Agreement and retention period herein. The audit, examination or inspection may be performed by a City designee, which may include its internal auditors or an outside representative engaged by City. Consultant agrees to retain its records for a minimum of four (4) years following termination of the Agreement, unless there is an ongoing dispute under this Agreement, then such retention period shall extend until final resolution of the dispute.

9.2 Consultant's records include any and all information, materials and data of every kind and character generated as a result of and relevant to the Work under this Agreement (Consultant's Records). Examples include billings, books, general ledger, cost ledgers, invoices, production sheets, documents, correspondence, meeting notes, subscriptions, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, reports, drawings, receipts, vouchers, memoranda, time sheets, payroll records, policies, procedures, and any and all other agreements, sources of information and matters that may, in City's and Consultant's reasonable judgment, have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any Agreement Documents.

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

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

## ARTICLE X – OWNER REMEDIES

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

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

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

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

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

- (1) Summary of facts with supporting documentation;
- (2) Instructions for Consultant to revise design documents, if appropriate, at Consultant's expense;

- (3) Calculation of non-value added work costs incurred by the City; and
- (4) Deadline for Consultant's response.

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

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

## ARTICLE XI – CONSULTANT REMEDIES

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

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

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

## ARTICLE XII – CLAIMS AND DISPUTE RESOLUTION

### 12.1 Filing of Claims

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

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

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

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

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

### 12.2 Mediation

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



12.2.2 Before invoking mediation, the Parties agree that they shall first try to resolve any dispute arising out of or related to this Agreement through discussions directly between those senior management representatives within their respective organizations who have overall managerial responsibility for similar projects. This step shall be a condition precedent to the use of mediation. If the parties' senior management representatives cannot resolve the dispute within thirty (30) calendar days after a Party delivers a written notice of such dispute, then the Parties shall proceed with the mediation process contained herein.

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

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

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

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

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

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

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

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

12.5 In case of litigation between the parties, Consultant and City agree that they have knowingly waived and do hereby waive the right to trial by jury and have instead agreed, in the event of any litigation arising out of or connected to this Agreement, to proceed with a trial before the court, unless both parties subsequently agree otherwise in writing.

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

## ARTICLE XIII – MISCELLANEOUS PROVISIONS

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

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

13.2 Ownership of Documents. Consultant agrees that upon payment, City shall exclusively own any and all information in whatsoever form and character produced and/or maintained in accordance with, pursuant to or as a result of this Agreement, including contract documents (plans and specifications), drawings and submittal data. Consultant may make a copy for its files. Any reuse by the City, without specific written verification or adaptation by Consultant, shall be a City's sole risk and without liability or legal exposure to Consultant. The City agrees that any modification of the plans will be evidenced on the plans and be signed and sealed by a licensed professional prior to re-use of modified plans.

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

13.4 Licensing. Consultant shall be represented by personnel with appropriate licensure, registration and/or certification(s) at meetings of any official nature concerning the Project, including scope meetings, review meetings, pre-bid meetings and preconstruction meetings.

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

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

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

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

13.9 Certificate of Interested Parties. For contracts greater than \$50,000, Consultant agrees to comply with Texas Government Code section 2252.908 and complete Form 1295 Certificate of Interested Parties as part of this agreement. Form 1295 must be electronically filed with the Texas Ethics Commission at [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm). The form must then be printed, signed and filed with the City. For more information, please review the Texas Ethics Commission Rules at <https://www.ethics.state.tx.us/legal/ch46.html>.

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

you need to file a Form CIQ, please review the information on the City Secretary's website at <http://www.cctexas.com/government/city-secretary/conflict-disclosure/index>.

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

13.12 Controlling Law. This Agreement is governed by the laws of the State of Texas without regard to its conflicts of laws. Venue for legal proceedings lies exclusively in Nueces County, Texas. Cases must be filed and tried in Nueces County and cannot be removed from Nueces County.

13.13 Severability. If, for any reason, any one or more Articles and/or paragraphs of this Agreement are held invalid or unenforceable, such invalidity or unenforceability shall not affect, impair or invalidate the remaining Articles and/or paragraphs of this Agreement but shall be confined in its effect to the specific Article, sentences, clauses or parts of this Agreement held invalid or unenforceable, and the invalidity or unenforceability of any Article, sentence, clause or parts of this Agreement, in any one or more instance, shall not affect or prejudice in any way the validity of this Agreement in any other instance.

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

**CITY OF CORPUS CHRISTI**

**JACOBS ENGINEERING GROUP, INC.**

\_\_\_\_\_  
Michael Rodriguez  
Chief of Staff

Date



02.06.20

\_\_\_\_\_  
Jeff Ely, P.E.  
Manager of Projects  
555 N. Carancahua, Suite 320  
Corpus Christi, TX 78401  
(281) 776-2525  
Jeff.Ely@Jacobs.com  
Sidney.Faas@Jacobs.com

Date

**APPROVED AS TO LEGAL FORM:**

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

Date

**ATTEST**

\_\_\_\_\_  
City Secretary

Date

**EXHIBIT "A"**  
**CITY OF CORPUS CHRISTI, TEXAS**  
**COLE PARK PIER IMPROVEMENTS**  
**PROJECT NO. 18717A**

**I. SCOPE OF SERVICES**

**A. BASIC SERVICES**

For the purpose of this Contract, Preliminary Phase may include Schematic Design and Design Phase services may include Design Development as applicable to Architectural/Engineering services.

**1. Preliminary Phase.**

The Architect/Engineer (A/E), also referred to as Consultant, will:

- a) Attend Project Kick-off Meeting and additional meetings as described in Exhibit A-1. Distribute meeting minutes to attendees within five working days of the meeting.
- b) Perform a site visit, take photographs of existing conditions and prepare photograph logs.
- c) Provide a geotechnical investigation. Proposed boring sites shall be approved by the City Project Manager prior to performing geotechnical investigation.
- d) Request and review available reports, record drawings, utility maps and other information provided by the City pertaining to the project area.
- f) Prepare preliminary opinions of probable construction costs (OPCC) for the recommended improvements.
- g) Conduct preliminary analysis of lighting, including existing equipment, above/below ground electrical service, etc. Provide recommendations for improvements/upgrades.
- h) The A/E will participate in discussions with the Parks and Recreation Department; Development Services and other agencies and US Army Corps of Engineers as required to satisfactorily complete the Project. Any directions or changes to scope provided by the Operating Department or other agencies shall be reviewed with the City Engineering Department PM prior to including/excluding from the scope of work.
- i) Identify and analyze requirements of governmental authorities having jurisdiction to approve design of the Project including permitting, environmental, historical, construction, and geotechnical issues; upon request or concurrence of the Project Manager, coordinate with agencies such as Texas Department of Licensing and Registration (TDLR) and the United States Army Corps of Engineers (USACE).
- j) Prepare exhibits for one Parks and Recreation Advisory Committee meetings
- k) Prepare an Engineering Letter Report (ELR) (20 – 25 page main-body text document with supporting appendices) that documents the analyses, approach, opinions of probable construction costs, and document the work with text, tables, schematic-level exhibits and computer models or other applicable supporting documents required

per City Plan Preparation Standards (CPPS). The Engineering Letter Report to include:

1. Provide a concise presentation of pertinent factors, sketches, designs, cross-sections, and parameters which will or may impact the design, including engineering design basis, preliminary layout sketches, construction sequencing, alignment, cross section, geotechnical testing report, right-of-way requirements, conformance to master plans, identification of needed additional services, identification of needed permits and environmental consideration, existing and proposed utilities, existing electric identification of quality and quantity of materials of construction, and other factors required for a professional design.
  2. Include existing site photographs with location key map
  3. Provide an opinion of probable construction costs.
  4. Identify and analyze requirements of governmental authorities having jurisdiction to approve design of the Project including permitting, environmental, historical, construction, and geotechnical issues; meet as City agent or with City participation and coordinate with agencies such as TDLR and USACE.
  5. Summarize the Geotechnical Report findings and criteria for the pier and parking area design
  6. Provide preliminary index of anticipated drawings and specifications.
- l) **Initiate** ELR submittal discussion with City PM to brief PM on any concerns or issues prior to distribution of ELR submittal.
  - m) Submit one (1) copy in an approved electronic format, and two (2) hard copies of the Draft Engineering Letter Report.
  - n) Participate in ELR review meeting with City staff and others on the Draft Engineering Letter Report as scheduled by City Project Manager.
  - o) Address review comments and questions and provide written responses to the City PM.
  - p) Assimilate all City review comments into the **Final Engineering Letter Report**. Provide one (1) electronic and one (1) hard copy using City Standards as applicable and suitable for reproduction.
  - q) City staff will provide electronic copies of the following information (as applicable and requested through the City PM):
  - r) Electronic index and database of City's Record Drawing and record information.
  - s) Record Drawings and record information as available from City Engineering files.
  - t) The preliminary budget, specifying the funds available for construction.
  - u) A copy of existing studies and plans (as available from City Engineering files).
  - v) Copy of Geotechnical Investigation Report.

Note: Applicable Master Plans and GIS mapping are available on the City's website. **The records provided for A/E's use under this Contract are proprietary, copyrighted, and authorized for use only by A/E, and only for**

the intended purpose of this project. Any unauthorized use or distribution of the records provided under this Contract is strictly prohibited.

2. **Design Phase.** (To be Authorized under a future contract amendment)  
Upon approval of the preliminary phase, designated by receiving authorization to proceed from the City Project Manager, the A/E will:
- a) Coordinate with AEP and City Traffic Engineering to identify location of electrical power conduit for lighting.
  - b) Prepare Construction Documents in City standard format for the work identified in the approved ELR. Construction plans to include improvements or modifications to the pier and lighting systems within the Project limits, per the Project scope. Include standard City of Corpus Christi detail sheets and specifications as applicable to the Project.
    - 1. Prepare construction plans in compliance with CPPS using English units on-full-size (22" x 34") for the final plans, however all submittals (except the final plans will be half-size (11" x 17"))
    - 2. Prepare Traffic Control and Construction Sequencing Plans (TCP). The TCP will include construction sequencing, typical cross section and construction phasing plan sheets, warning and barricades, as well as standards sheets for barricades, traffic control plan,
    - 3. Recommend pollution control measures and Best Management Practices (BMP) layout for the Contractor's Storm Water Pollution Prevention Plan, using the City Standard Notes and BMP Detail Sheets as applicable.
  - c) Submit two (2) sets of the **interim plans** (60% submittal) in electronic and half-size (11" x 17") hard copies using City Standards as applicable to City staff for review and approval purposes with 60% estimates of probable construction costs. Identify distribution list for plans and bid documents to all affected franchise utilities and stakeholders.
    - 4. **Required** with the interim plans is:
      - a. Design Submittal Packet Checklist.
      - b. Executive Summary of the 60% submittal," which will identify and briefly summarize the Project by distinguishing key elements of the Project, decisions made, outstanding issues, items to be determined (TBD), Opinion of Probable Construction Costs (OPCC) compared to construction budget and the schedule with changes identified.
      - c. Project Submittal Checklist.
      - d. Drawing Review Checklist.
      - e. OPCC.
      - f. Drawings.
      - g. Draft Table of Contents with specification list.
    - 5. **Initiate** 60% submittal discussion with City PM to brief PM on any concerns or issues prior to distribution of 60% submittal.
  - d) Participate in Project 60% review meeting. Prepare and distribute meeting minutes to attendees within five working days of the meeting.

- Assimilate all review comments, as appropriate, and upon confirmation from the City PM proceed to the 90% design.
- e) Submit two (2) sets of the **90% plans and bid documents** (90% submittal) in electronic and half-size hard copies using City Standards as applicable to City staff for review and approval purposes. Include the 90% estimate of probable construction costs, 90% submittal Executive Summary, Submittal Packet, Project and Drawing Checklists, responses to previous review comments and the Contract Document Book with in-line Track Changes in red to identify all proposed edits to the City Construction Contract Documents.
  - f) Participate in Project 90% review meeting. Prepare and distribute meeting minutes to attendees within five working days of the meeting. Assimilate all review comments, as appropriate, and proceed to the pre-ATA (Authorized for Advertisement) submittal.
  - g) Provide one (1) set of the **pre-ATA** plans (100% unsealed and unstamped) in electronic and half-size hard copy using City Standards as applicable for City's Pre-ATA review. Include the pre-ATA OPCC and written responses to previous review comments. The pre-ATA (100%) submittal will not include a full distribution and review unless in the opinion of the City Project Manager the questions from the previous review have not been adequately addressed or resolved in the pre-ATA submittal. If this occurs, the PM may request additional distribution, meeting, review and related revisions at no additional cost to the City. See item (l) below.
  - h) Assimilate all pre-ATA comments, as appropriate, and provide one (1) set of the **final plans and contract documents** (signed and sealed, electronic and half-size hard copy using City Standards as applicable) suitable for reproduction. Said bid documents henceforth become the shared intellectual property of the City of Corpus Christi and the Consultant. The City agrees that any modifications of the submitted final plans (for other uses by the City) will be evidenced on the plans and be signed and sealed by a professional engineer prior to re-use of modified plans.
  - i) Provide Quality Assurance/Quality Control (QA/QC) measures to ensure that all submittals accurately reflect the percent completion designated and do not necessitate an excessive amount of revision and correction by City. Additional revisions or design submittals are required (and within the scope of Consultant's duties under this Contract) if, in the opinion of the City Engineer or designee, Consultant has not adequately addressed City-provided review comments or provided submittals in accordance with City standards.
  - j) Prepare and submit Monthly Status Reports to the Project Manager no later than the last Wednesday of each month with action items developed from monthly progress and review meetings.

The City staff will:

- a) Designate an individual to have responsibility, authority, and control for coordinating activities for the Project.
- b) Provide the budget for the Project specifying the funds available for the construction contract.

- c) Provide electronic copy the City's Standard Specifications, Standard Detail sheets, Front End Contract Documents, and forms for required bid documents.

3. **Bid Phase.** (To be Authorized under a future contract amendment)

The A/E will:

- a) Participate in the pre-bid conference to discuss scope of work and to answer scope questions
- b) Review all questions concerning the bid documents and prepare any revisions to the plans, specifications and bid forms that may be necessary.
- c) Attend bid opening and assist with the evaluation of bids.
- d) Assist with the review of the Contractor's Statement of Experience and confirm it meets Contract requirements.
- e) For bids over budget, the A/E will confer with City staff and provide and, if necessary, make such revisions to the bid documents as the City staff deems necessary to re-advertise the Project for bids.
- f) Provide two (2) hard copy set and one (1) electronic set of **conformed drawings and conformed Contract Documents** (PDF and original [CAD/Word/etc.]) to the City.

The City staff will:

- a) Advertise the Project for bidding, maintain the list of prospective bidders, issue any addenda, prepare bid tabulation and conduct the bid opening.
- b) Coordinate the review of the bids with the A/E.
- c) Prepare agenda materials for the City Council concerning bid awards.
- d) Prepare, review and provide copies of the Contract for execution between the City and the Contractor.

4. **Construction Administration Phase.** (To be Authorized under a future contract amendment)

The A/E will perform construction administration to include the following:

- a) Participate in pre-construction meeting conference and provide to the City PM a recommended agenda for critical construction activities and elements impacting the project.
- b) Review Contractor submittals and operating and maintenance manuals for conformance to Contract Documents.
- c) If requested by the City, review and interpret field and laboratory tests.
- d) Provide interpretations and clarifications of the Contract Documents for the Contractor and authorize required changes, which do not affect the Contractor's price and are not contrary to the general interest of the City under the Contract as requested by the Owner's Authorized Representative (OAR).
- e) Make periodic (four hours per week for nine months ) visits to the site of the Project to confer with the City Project Inspector and Contractor to observe the general progress and quality of work, and to determine, in general, if the work is being done in accordance with the Contract Documents. This will not be confused with the Construction



Observation Services or continuous monitoring of the progress of construction.

- f) Provide interpretations and clarifications of the plans and specifications for the Contractor and recommendations to the City for minor changes which do not affect the Contractor's price and are not contrary to the general interest of the City under the Contract as requested by the OAR
- g) Attend final inspection with City staff, provide punch list items to the City's Construction Engineers for Contractor completion, and provide the City with a Certificate of Completion for the Project upon successful completion of the Project.
- h) Review Contractor-provided construction "red-line" drawings. Prepare Project Record Drawings and provide a reproducible set and electronic file (both PDF and AutoCAD r.14 or later) within one (1) month of receiving the Contractor's red-line drawings. All drawings shall be CADD drawn using dwg format in AutoCAD, and graphics data will be in .dxf format with each layer being provided in a separate file. Attribute data will be provided in ASCII format in tabular form. All electronic data will be compatible with the City GIS system. The Record Drawings should incorporate the Contractor's red-lines and identify all changes made during construction. The Drawing Cover and each sheet should be clearly identified as the Record Drawing and should indicate the basis and date.
- i) When requested by the OAR, assist in addressing Request for Information (RFI) submitted by the Contractor.

The City staff will:

- a) Prepare applications/estimates for payments to Contractor.
- b) Conduct the final inspection with the A/E.

## B. ADDITIONAL SERVICES

This section defines the scope of additional services that may only be included as part of this contract if authorized by the Director of Engineering Services. A/E may not begin work on any services under this section without specific written authorization by the Director of Engineering Services. Fees for Additional Services are an allowance for potential services to be provided and will be **negotiated** by the Director of Engineering Services as required. The A/E shall, with written authorization by the Director of Engineering Services, perform the following:

1. **Permit Preparation.** Furnish the City all engineering data and documentation necessary for all required permits. The A/E will prepare this documentation for all required City signatures. The A/E will prepare and submit identified permits **as applicable** to the appropriate local, state, and federal authorities, including:
  - a) U.S. Army Corps of Engineers (USACE)
  - b) Texas Department of Licensing and Regulation (TDLR)
    1. Provide copy of Contract Documents along with appropriate fee to Texas Department of Licensing and Regulation (TDLR) for review and approval of accessibility requirements for pedestrian improvements (as authorized by Additional Services).

2. Coordinate RAS inspection services at the end of construction and pay associated fee.

2. **Topographic and Bathymetric Survey.** All work must comply with Category 1-A, Condition I specifications of the *Texas Society of Professional Surveyors' Manual of Practice for Land Surveying in the State of Texas*, latest edition. All work must be tied to and in conformance with the City's Global Positioning System (GPS) control network. All work must comply with all TxDOT requirements as applicable. Include references tying Control Points to a minimum of two (2) registered NGS Benchmark Monuments in the vicinity of the Project that will not be disturbed by construction. Survey sheets shall be sealed by a Registered Public Surveyor, provided to the City and included in the bid document plan set.

- a) Establish Horizontal and Vertical Control.
- b) Establish both primary and secondary horizontal/vertical control.
- c) Set project control points for Horizontal and Vertical Control outside the limits of area that will be disturbed by construction.
- d) Horizontal control will be based on NAD 83 State plane coordinates (South Zone), and the data will have no adjustment factor applied – i.e. – the coordinate data will remain in grid.
- e) Vertical control will be based on NAVD 88.
- f) All control work will be established using conventional (non-GPS) methods.
- g) Perform topographic surveys to gather existing condition information.
- h) Locate existing features within the project area.
- i) Generate electronic planimetric base map for use in project design.
- j) The survey should extend beyond the project limits as needed to pick up features and surface flow patterns in the vicinity of the Project that could potentially impact the design or be impacted by the construction. This includes features such as existing swales or ditches, foundations, driveways, parking lots, etc.
- k) Provide a bathymetric survey to include stations every 50 ft along the shoreline within the project limits. Survey readings shall be taken perpendicular to the shoreline every 10 ft and extending from the shoreline to the centerline of the Channel. Survey shall conform to the USACE standards "Other General Surveys and Studies (Coastal Engineering Surveys)" specifications according to USACE Manual No. 1110-2-1003.

3. **Construction Observation Services.** Provide construction observation services for 16 hours per week for 36 weeks. In connection with observations of Contractor's Work in progress while the Contractors work is in progress:

- a) Make visits to the project, in order to observe as an experienced and qualified design professional the progress and performance of the Work. Such visits and observations by A/E are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress but rather are to be limited to spot checking, selective

sampling, and similar methods of general observation of the Work based on A/E's exercise of professional judgment. Based on information obtained during such visits and such observations, A/E will determine in general if Contractor's Work is proceeding in accordance with the Contract Documents, and A/E will keep CITY informed of the progress of the Work.

- b) The purpose of A/E's visits to the Site will be to enable A/E to better carry out the duties and responsibilities assigned to and undertaken by A/E during the construction phase, and, in addition, by the exercise of A/E's efforts as an experienced and qualified design professional, to provide for CITY a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. A/E will not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor will A/E have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor. Accordingly, A/E neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- c) A/E's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except A/E's own personnel.
- d) Limitation of Responsibilities. A/E is not responsible for the acts or omissions of any Contractor or of any of Contractor's subcontractors, suppliers, or of any other individual or entity performing or furnishing any portion of the Work. A/E is not responsible for failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

- 4. **Warranty Phase.** Provide a maintenance guaranty inspection toward the end of the one-year period after acceptance of the Project. Note defects requiring contractor action to maintain, repair, fix, restore, patch, or replace improvement under the maintenance guaranty terms of the contract. Document the condition and prepare a report for the City staff of the locations and conditions requiring action, with its recommendation for the method or action to best correct defective conditions and submit to City Staff. Complete the inspection and prepare the report no later than sixty (60) days prior to the end of the maintenance guaranty period.

- 6. **Geotechnical Investigation.** Provide a geotechnical investigation including field exploration consisting of drilling and sampling of the subsurface materials and observing groundwater levels at the site based on two marine borings and one landside boring to 90 ft below the existing surface, laboratory testing of the subsurface materials and engineering analysis and geotechnical recommendations.

Provide the services above authorized in addition to those items shown on Exhibit "A-1" Task List, which provides supplemental description to Exhibit "A". Note: The Exhibit "A-1" Task List does not supersede Exhibit "A".

I. **SCHEDULE** Anticipated schedule to be adjusted based on actual NTP, contract amendments and review dates.

II. **TO BE REVISED**

Date	Activity
February 18, 2020	NTP
March 3, 2020	USACE Permit Submittal
March 17, 2020	Draft ELR Submittal
March 24, 2020	City Review
March 31, 2020	Final ELR Submittal
May 26, 2020	60% Design Submittal
June 2, 2020	City Review
July 14, 2020	90% Design Submittal
July 21, 2020	City Review
July 26, 2020	100% Pre-ATA Submittal
July 30, 2020	Final Sealed Bid Package
August 5, 2020	Advertise for Bids
August 19, 2020	Pre-Bid Conference
August 27, 2020	Receive Bids
September 2020	Contract Award
October 2020	Begin Construction
June 2021	Complete Construction

III. **FEES**

A. **Fee for Basic Services.** The City will pay the A/E **time and materials (T&M)** for providing **Preliminary Services** authorized as per the table in the attached Summary of Fees. The fees for Preliminary Services will not exceed those identified and will be full and total compensation for all services outlined in Section I.A.1-4 above, and for all expenses incurred in performing these services. **The fee for this project is subject to the availability of funds. The A/E may be directed to suspend work pending receipt and appropriation of funds.** For services provided, A/E will submit monthly statements for services rendered. The statement will be based upon A/E's estimate (and with City's concurrence) of the proportion of the total services actually completed at the time of billing. City will make prompt monthly payments in response to A/E's monthly statements.

B. **Fee for Additional Services.** For services authorized by the Director of Engineering Services under Section I.B. "Additional Services", the City will pay the A/E a not-to-exceed fee as per the attached Summary of Fees.

**EXHIBIT "A-1"**  
**TASK LIST**  
**CITY OF CORPUS CHRISTI, TEXAS**  
**COLE PARK PIER IMPROVEMENTS**  
**PROJECT NO. 18717A**

**I. SCOPE OF SERVICES**

**Project Limits and Scope**

The project scope is described in the City of Corpus Christi (City) RFQ 2699. Cole Park is one of the City's busiest regional parks for both residents and visitors. Cole Park Pier is used for general recreation and fishing. The Cole Park Pier (Pier) was constructed early 1970's and was closed approximately April 2018 due to public safety concerns. The Pier was constructed with driven concrete piling with precast concrete caps that support the precast walkway and fishing area. The pier structure recently experienced a partial collapse of the first few concrete walkway panels that connect the Pier to the shoreline.

The Pier is a "T head" shaped structure comprised of the concrete walkway that extends approximately 500 linear feet (lf) to the "T head" fishing area as noted on Figure 1. There are two smaller fishing decks, located approximately 250 lf and 330 lf from the shoreline. The T head main fishing area is 20 lf wide and extends approximately 80 lf. The walkway at the shoreline is 6-foot wide and widens to 10-foot from the first fishing deck to the "T head" fishing area. A Structural Condition Assessment of the existing Pier revealed that the majority of the Pier's structural integrity has been lost to corrosion.



FIGURE 1- Cole Park Pier

The project will include two construction packages:

- Pier and Pier Public Use Improvements
- Sitework and Landside Public Use Improvements

The Pier and Pier Public Use Improvements project scope includes demolition of the existing Pier structural components and electrical system. The existing Pier piles will be evaluated to determine if the piles can be incorporated into the new pier. The new Pier will include:

- Similar dimensions as the existing Pier however the walkway will be a minimum 10 ft wide. The Pier will include two stepped down areas, 50 ft long and 10 ft wide that are close to the water and lower than the Pier.
- Floodlight and walkway lights and electrical service to the Pier
- Seating areas, shade structures and overlook areas.

The Sitework and Landside Public Use Areas project scope are noted on Figure 2 will include:

- A new service road to the Pier
- An expanded parking lot
- Walkways from the west end of the existing parking lot to the Pier
- Seating areas, benches, shade structures and signage
- Kayak and windsurfing access areas



FIGURE 2 – Sitework and Landside Public Use Areas



## **A. BASIC SERVICES**

### **1. Preliminary Phase**

#### **a) Meetings**

- 1) Participate in biweekly project design review meetings for the anticipated four-month design phase ( eight meetings) with City Staff and one review meeting to receive City comments on the Draft Engineering Letter Report (ELR).
- 2) Participate in one meeting with the USACE-regarding the permit requirements for the demolition of the Pier and the construction of the new Pier .
- 3) Participate in one City Parks and Recreation Advisory Committee meeting as noted in Exhibit A.

#### **b) Preliminary Design**

- 1) Review historic City record drawings and available information.
- 2) Inspect the existing shoreline bulkhead in the vicinity of the Pier.
- 3) Provide a geotechnical investigation report prepared by a geotechnical investigation company including two marine borings and one land boring.
- 4) Analyze geotechnical results
- 5) Establish design codes and standards, design loads and design life.
- 6) Establish site environmental criteria (wind, waves, tides etc.).
- 7) Determine still water elevation.
- 8) Provide a numerical spectral wave modelling study to determine design wave conditions and overtopping rates including local bathymetry in Corpus Christi Bay.
- 9) Determine forces generated during extreme flooding events and establish shoreline scour protection.
- 10) Analyze future sea level rise changes and perform numerical model simulations that include future sea level rise (SLR) projection scenarios including local land subsidence.
- 11) Establish two Pier construction options (timber/plastic and concrete).
- 12) Establish additive construction bid items to lengthen the Pier and widen the T head
- 13) Determine if the existing Pier piles can be re-used
- 14) Structurally analyze the Pier components
- 15) Develop Pier components including sections and details
- 16) Structurally analyze the shoreline bulkhead
- 17) Analyze the shoreline slope protection that would diminish the wave action at the base of the pier
- 18) Develop accessibility requirements in accordance with Texas Department of Licensing and Regulation (TDLR) standards.
- 19) Prepare two conceptual planning options for the Pier Public Use area including benches, seating area and shade structures.
- 20) Prepare two conceptual planning options of the Sitework Public Use area including signage, benches, shade structures and interpretive exhibits.

Consider pedestrian connectivity between the parking areas, skatepark and playground and Pier.

- 21) Establish the layout for the new parking area, service road, walkways and kayak and windsurfing access areas as noted on Exhibit 2. The existing hike and bike trail shall not be affected.
- 22) Determine electrical and lighting requirements for the Pier and sitework.
- 23) Incorporate minimum maintenance requirements into the design
- 24) Prepare a Preliminary Opinion of Probable Construction Costs (OPCC) for the pier and sitework options.
- 25) Prepare a project schedule.
- 26) Prepare the Draft Engineering Letter Report and include:
  - (a) Project Description
  - (b) Surveys
  - (c) Geotechnical Investigation Results
  - (d) Design Codes and Standards
  - (e) Design Life and Corrosion Protection Coatings
  - (f) Design Loads (live loads, dead loads, hydrodynamic loads)
  - (g) Pier Replacement Options
  - (h) Structural Analysis Results
  - (i) Shoreline Bulkhead Analysis
  - (j) Shoreline Slope Protection Analysis
  - (k) Sitework Options (service road, parking areas and sidewalks and considering the hike and bike trail)
  - (l) Pedestrian Connectivity Between the Pier, Parking Lots, Playground and Skatepark
  - (m) Drainage Analysis Results
  - (n) Electrical and Lighting Description and Requirements
  - (o) Constructability and Proven Technology
  - (p) Quality of Materials
  - (q) Regulatory Permits (USACE and TDLR)
  - (r) Easement and leases and discussions with the GLO.
  - (s) Site Photographs
  - (t) OPCC
  - (u) Project Schedule
  - (v) Anticipated Index of Final Design Drawings and Specifications
  - (w) Copy of Geotechnical Investigation Report
  - (x) Recommendations
- 27) Prepare and submit preliminary design plans (approximately 30% complete with adequate detail to establish the project parameters) including the following anticipated drawings:

**Pier and Pier Public Use Improvements**

- (a) Cover Sheet.
- (b) General Notes, Abbreviations and Design Criteria (one sheet)
- (c) Project Layout (one sheet)



- (d) Site Plans ( two sheets)
- (e) Pier Option 1 and Pier Option 2 Plans and Sections ( two sheets)
- (f) Pier Structural Details ( two sheets)
- (g) Pier Public Use Options 1 and 2- Plans and Sections including renderings.  
(four sheets)
- (h) Demolition Plans and Sections ( two sheets)
- (i) Electrical and Lighting Plans and Sections (three sheets)

### **Sitework and Landside Public Use Improvements**

- (a) Cover Sheet.
  - (b) General Notes, Abbreviations and Design Criteria (one sheet)
  - (c) Project Layout (one sheet)
  - (d) Sitework Plan and Sections (two sheets)
  - (e) Landside Public Use Options 1 and 2 - Plans and Sections including renderings (four sheets)
  - (f) Drainage Plan and Sections (two sheets)
  - (g) Electrical and Lighting Plans and Sections ( three sheets)
- 28) Provide QA review of deliverables.
  - 29) Submit the Engineering Letter Report to the City and participate in a review meeting.
  - 30) The Final Engineering Letter Report will incorporate review comments from the City review meeting. The City's review will include the final selection of a Pier and Pier Public Use option and Sitework and Landside Public Use option.

## **2. Design Phase (To Be Authorized Under Future Amendment)**

- a) Finalize the structural, civil and electrical engineering analysis and architectural design of the tasks noted in the Preliminary Design and prepare CAD drawings for the deliverables noted below.
- b) Deliverables
  - 1) 60% Submittal
    - Plans – Anticipated drawings include the following
    - Pier and Pier Public Use Improvements**
    - (a) Cover Sheet (1 Sheet)
    - (b) General Notes Abbreviations and Design Criteria (2 Sheets)
    - (c) Estimated Quantities (2 Sheet)
    - (d) Overall Layout/Project Control/Utility Layouts (2 Sheet)
    - (e) Site Plans ( 2 sheets)
    - (f) Testing Schedule (1 Sheet)
    - (g) Demolition Plans and Sections (4 Sheet)
    - (h) Pier Plans and Sections (8 Sheets)

- (i) Pier Public Use Plan and Sections (8 Sheets )
- (j) Electrical and Lighting Plan and Sections (4 Sheets)

**Sitework and Landside Public Use Improvements**

- (k) Cover Sheet (1 Sheet)
- (l) General Notes Abbreviations and Design Criteria (2 Sheets)
- (m) Estimated Quantities (2 Sheet)
- (n) Overall Layout/Project Control/Utility Layouts (2 Sheet)
- (o) Testing Schedule (1 Sheet)
- (p) Sitework Plan and Sections (6 Sheets)
- (q) Landside Public Use Plan and Sections ( 9 sheets)
- (r) Electrical and Lighting Plan and Sections (4 Sheets)
- (s) Miscellaneous Details (4 Sheets)
- 2) Standard sheets including
  - (a) City Standard Details (10 Sheets)
  - (b) Construction Phasing Layout and General Notes (1 Sheet)
  - (c) Traffic Control (1 Sheet)
  - (d) SW3P Notes (1 Sheet)
  - (e) SW3P BMPs (1 Sheet)
  - (f) SW3P Plan Sheets (2 Sheets)
- 3) Other documents
  - (a) Plan Executive Summary, Project Checklist, Drawing Checklist
  - (b) Opinion of Probable Construction Cost
- 4) 90% Submittal
  - (a) Plans
  - (b) Contract Documents
  - (c) Opinion of Probable Construction Cost
- 5) 100% Submittal
  - (a) Plans
  - (b) Contract Documents
  - (c) Opinion of Probable Construction Cost
- 6) Bid Set Submittal
  - (a) Final Plans
  - (b) Contract Documents
  - (c) Opinion of Probable Construction Cost
- c) Participate in review meetings (60% Submittal, 90% Submittal and 100% Submittal). Prepare meeting agenda and meeting minutes.
- d) Provide QA review of deliverables.
- e) Prepare Monthly Status Reports

**B. ADDITIONAL SERVICES (ALLOWANCE)**

**1. Permit Preparation**

- a) US Army Corps of Engineers Permit

- (1) Coordinate with the USACE in regard to a Nationwide Permit 3 or a Section 10 , and determine what USACE permit documents are required (one meeting).
  - (2) Coordinate a pre-application/review meeting with the USACE (one meeting).
  - (3) Prepare the USACE documents in the City's name.
  - (4) Coordinate with the USACE in regard to questions, comments or requests for information the USACE may need during the review and approval process.  
We anticipate two rounds of comments and responses.
- b) TDLR
- (1) Register project with TDLR and submit registration fee
  - (2) Provide copy of contract documents to TDLR and submit plan review fee
  - (3) Prepare request for inspection on behalf of City
    - (a) A/E to coordinate and pay for RAS inspector directly

## **2. Real Estate**

- a) Provide A/E support and or surveys for lease or easement agreements with GLO.  
A/E shall submit a contract amendment and fee proposal for City's approval and acceptance prior to performing the work. (To be determined)

**COLE PARK PIER IMPROVEMENTS  
CITY PROJECT NO. 18171A  
SUMMARY OF FEES**

**Basic Services:**

- 1A INITIAL PRELIMINARY PHASE (T&M)\*
- 1B REMAINDER PRELIMINARY PHASE
- 2 DESIGN PHASE
- 3 BID PHASE
- 4 CONSTRUCTION ADMINISTRATION PHASE

**Subtotal Basic Services**

**Additional Services:**

- 1 PERMIT PREPARATION \*\*
- 2 ROW IDENTIFICATION SURVEY (TBD)
- 3 TOPOGRAPHIC & BATHYMETRIC SURVEY \*\*
- 4 ROW ACQUISITION & PARCEL MAPS (TBD)
- 5 ENVIRONMENTAL ISSUES (TBD)
- 6 PUBLIC INVOLVEMENT (TBD)
- 7 CONSTRUCTION OBSERVATION SERVICES \*
- 8 WARRANTY PHASE \*\*
- 9 GEOTECHNICAL INVESTIGATION \*\*

**Subtotal Additional Services**

**Summary of Fees:**

Basic Services Fees  
Additional Services Fees  
**Total Authorized Fees**

Original Contract	Total Contract
\$100,000.00	<b>\$100,000.00</b>
TBD	<b>TBD</b>
TBD	<b>TBD</b>
TBD	<b>TBD</b>
TBD	<b>TBD</b>
<b>\$100,000.00</b>	<b>\$100,000.00</b>
TBD	<b>TBD</b>
TBD	<b>TBD</b>
TBD	<b>TBD</b>
TBD	<b>TBD</b>
TBD	<b>TBD</b>
TBD	<b>TBD</b>
TBD	<b>TBD</b>
TBD	<b>TBD</b>
\$100,000.00	<b>\$100,000.00</b>
TBD	<b>TBD</b>
<b>\$100,000.00</b>	<b>\$100,000.00</b>
Council Approval	

\* Time and Materials (Not to Exceed)

\*\*Additional Services authorized in coordination with the notice to proceed for Basic Services and written authorization from the City to the A/E is required prior to performing these services. TBD includes those services that may be amended into the contract at a later date.



Jacobs Engineering Group, Inc.  
555 N. Carancahua, Tower II  
Suite 320  
Corpus Christi, TX 78401  
Tel 361.888.8100  
Fax 361.888.8600

**No. 1-2020 CP**

**ENGINEERING AND INSPECTION CHARGE RATES**

**PROFESSIONAL SERVICES**

**Hourly Rate**

Principal in Charge	240.00\$/hr
Sr. Project Manager	210.00\$/hr
Senior Project Engineer	205.00\$/hr
Senior Planner	205.00\$/hr.
Landscape Planner	110.00\$/hr
Senior Engineer II	185.00\$/hr
Senior Engineer I	175.00\$/hr
Senior Design Engineer	160.00\$/hr
Design Engineer	155.00\$/hr
Sr. Designer	160.00\$/hr
Senior Architect	175.00\$/hr
Architect	140.00\$/hr.
Senior CAD Technician	120.00\$/hr
Construction Inspector	125.00\$/hr
Construction Manager	155.00/\$hr
Administrative Supervisor	120.00\$/hr

**EQUIPMENT AND TRANSPORTATION**

Transportation – Land	75.00/day
(Whichever is greater)	or
	IRS Rate

**DIRECT EXPENSES**

Direct expenses incurred in connection with the project will be billed at a cost plus 10%. Cost may include 3<sup>rd</sup> party charges and/or Jacobs internal rates. These expenses include:

- a. Out of town living and traveling expenses.

**TERMS OF PAYMENT**

Charges will be billed monthly and are due upon receipt of the invoice.

**SUBCONSULTANTS**

Will be billed at cost plus 10%

**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

### 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 3-year 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, with the exception of professional liability, which may be on a per claims made 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 Consultant is required to submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Consultant shall pay any costs incurred resulting from said changes. All notices under this Article shall be given to City at the following address:

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

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 Provide thirty (30) calendar days advance written notice directly to City of any suspension, cancellation or non-renewal of coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.

1.7 Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Consultant shall provide a replacement Certificate of Insurance and



applicable endorsements to City. City shall have the option to suspend Consultant's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.

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 order Consultant to remove the exhibit hereunder, and/or withhold any payment(s) if any, which become due to Consultant hereunder until Consultant demonstrates compliance with the requirements hereof.

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.