



**CITY OF CORPUS CHRISTI  
AMENDMENT NO. 1 to the  
CONTRACT FOR PROFESSIONAL SERVICES  
Service Agreement No. 1971**

The City of Corpus Christi, Texas, hereinafter called "CITY," and **HAZEN AND SAWYER**, hereinafter called "CONSULTANT," agree to the following amendment to the Contract for Professional Services for **ONSWTP Sedimentation Basin Improvements (Project No. 18130A)** as authorized and administratively amended by:

|                   |                  |                         |             |
|-------------------|------------------|-------------------------|-------------|
| Original Contract | October 28, 2018 | Administrative Approval | \$49,800.00 |
|-------------------|------------------|-------------------------|-------------|

**IN THE ORIGINAL CONTRACT, EXHIBIT A, SCOPE OF SERVICES**, shall be modified as shown in the attached Exhibit A.

**IN THE ORIGINAL CONTRACT, COMPENSATION** shall be modified as shown in the attached Exhibit A for an additional fee not to exceed **\$862,388.00** for a total revised fee not to exceed \$912,188.00.

All other terms and conditions of the October 28, 2018 contract between the "CITY" and "CONSULTANT" and of any amendments to that contract which are not specifically addressed herein shall remain in full force and effect.

**CITY OF CORPUS CHRISTI**

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

**HAZEN AND SAWYER**

 3/19/20  
Chamindra Dassanayake, Ph.D., P.E.    Date  
Vice President and Southwest Regional  
Manager  
Campbell Centre II  
8150 N. Central Expressway, Suite 700  
(214) 382 5750 Office  
CDassanayake@hazenandsawyer.com  
EGed@hazenandsawyer.com

**APPROVED AS TO FORM**

\_\_\_\_\_  
Legal Department                      Date

**ATTEST**

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



TBPE Firm No. F-13618

## **EXHIBIT A SCOPE OF WORK**

### **CITY OF CORPUS CHRISTI O. N. Stevens Water Treatment Plant Sedimentation Basin Improvements and Pre-Sedimentation Basin Dredging CITY PROJECT NO. 18130A**

## **PROJECT DESCRIPTION**

The City of Corpus Christi (City) owns and operates the 161.5 MGD O.N. Stevens Water Treatment Plant (ONSWTP) that currently uses a Trac-Vac solids collector system in their two primary sedimentation basins in Plant 1. The existing Trac-Vac system requires constant maintenance from plant staff and experiences frequent failures due to lost suction or problems with the solids blanket. The City considers the system obsolete and believes it has outlived its useful design life. Due to the inefficiencies and ineffectiveness of the existing solids collector system, the City plans to upgrade the system and has requested a detailed condition assessment, design, and construction services for the solids collector system replacement. Furthermore, the pre-sedimentation basin at ONSWTP is used to store solids from the incoming raw water. Recent surveys have indicated that the pre-sedimentation basin requires dredging to restore the available volume for storage.

The first part of this project includes preparation of a construction package for dredging of the pre-sedimentation basin. Under the small contract it was estimated that the pre-sedimentation basin is over 55% full. Dredging of Lagoons 5 and 6 is being performed under a separate task authorization. Separate construction packages will be prepared for the pre-sedimentation dredging work and the solids collection system replacement. This allows the dredging portion to be expedited as well as allowing selection of qualified contractors for the respective work.

The second part of this project is to design a new solids collector system to replace the existing Trac-Vac system. Additionally, the clarifier drive mechanisms on the circular scrapers at Plant 2 will be replaced. It is expected that increases in plant capacity will be achieved using plate settlers, tube settlers, or another equivalent technology. Therefore, considerations will be made to provide sufficient clearance for the high rate settling equipment.

The ENGINEER will be responsible for the following:

- Sedimentation Basin Structural Repairs
- Site Preparation
- New Solids Collector System Detailed Design

- Conduct a site visit with ONSWTP staff to another facility using the proposed solids collection technology
- Demolition of the existing Trac-Vac System
- Replacement of the circular clarifier drive mechanisms at Plant 2
- Instrumentation and controls for integration of the solids collector system with plant control system
- Preparing construction package for the pre-sedimentation lagoon dredging
- Development of Opinion of Probably Construction Cost (OPCC)
- Preparation of Contract Documents
- Assisting the City in advertising and bidding the project
- Services during construction including review of submittals, RFIs, and change order requests and attending regular construction progress meetings
- Assistance during startup and commissioning

## **SCOPE OF SERVICES**

### **PART A – PRE-SEDIMENTATION BASIN DREDGING**

The first part of this project includes preparation of a construction package for dredging, dewatering and disposal of residuals from the Pre-sedimentation basin. As mentioned in the project description, there is an immediate need to dredge the Pre-sedimentation basin for operational flexibility and to address water quality issues while long-term solids handling facilities are planned under the next phase of City Project No. 180195 (O.N. Stevens Water Treatment Plant Solids Handling and Disposal Facilities).

The ENGINEER will be responsible for the following:

- Dredging Plans and Specifications
- Preparation of Contract Documents
- Assisting the City in bidding the project
- Services during construction including review of submittals, RFIs, reviewing test data, tracking landfill quantities, and change order requests and attending regular construction progress meetings

#### **1. Preliminary Design Services**

This phase is not required.

#### **2. Detailed Design Services**

##### **2.01 Project Kickoff Meeting**

ENGINEER will coordinate and conduct the kickoff meeting to discuss project goals and obtain input from the City. ENGINEER will prepare meeting minutes and will finalize and distribute after review by the City's staff.

**Scope Item Assumptions:**

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

**Meetings:**

- One (1) two-hour kickoff meeting

**Deliverables:**

- Meeting Minutes and sign-in sheet.

**2.02 Project Coordination**

ENGINEER will coordinate the work of all subconsultants, including the leading of meetings with subconsultants to coordinate completion of work and adherence to schedules. The ENGINEER will coordinate with the City's utilities staff for data requests and operations questions. The ENGINEER will coordinate with Engineering Services regarding historical document and drawings requests. The ENGINEER will coordinate with other on-going projects at ONSWTP that have overlapping project drivers.

**2.03 Detailed Project Schedule and Updates**

ENGINEER will prepare a project schedule that summarizes all of the major tasks of the project and the critical path of the project. ENGINEER will update the project schedule as the project progresses or changes occur.

**2.04 Pre-final (90%) and Final Design**

Upon authorization by the City, the ENGINEER will perform the pre-final design for dredging of the Pre-sedimentation Basin. The design will involve development of a set of contract documents, which will include construction plans, details, specifications, and other documents to establish and depict the size, character, and extent of the entire project with respect to site work, mechanical, instrumentation and electrical systems, and such other elements as may be appropriate.

All of the contract plans will be prepared using the latest version of AutoCAD. As part of the final design, the ENGINEER will develop contractual conditions and instructions to bidders and will also update the project cost estimates and construction schedule, to reflect the level of design completion.

As part of preparing the final design, the ENGINEER will conduct an internal constructability review. This review will focus on the ease with which the system can be constructed at the selected site, be integrated with existing facilities, and avoid interferences and other obstacles that could cause construction delays or difficulties. The ability to maintain existing facilities in service throughout construction will also be examined as part of the constructability review.

Design documents will be submitted to the City at various stages during final design. The following deliverables have been established for final design, which will be provided at the 90 % and 100% completion points, respectively:

Deliverables for Pre-final (90%) Design Completion

- Assist City in preparation of Front End Documents. Specific documents requiring ENGINEER time and contribution are listed below:
  - 00 21 13 Invitation to Bid and Instruction to Bidders
    - Project specific requirements for statement of experience to be included with bid.
    - Project specific requirements for what “may” and “will” disqualify bidders
  - 00 30 01 Bid Form
    - Bid items, alternates, and allowances
  - 00 45 16 Statement of Experience
    - Project specific requirements for qualifying experience
  - 00 73 00 Supplementary Conditions
    - Project specific definitions for milestones and substantial completion
  - 01 11 00 Summary of work
    - Description of project
  - 01 23 10 Alternates & Allowances
    - Project specific descriptions of all alternates and allowances
  - 01 29 01 Measurement & Basis for Payment
    - Project specific measurement units (dry tons) and basis for payment
  - 01 33 01 Submittal Register
    - Project specific submittals
  - 01 35 00 Special Procedures
    - Project specific special procedures regarding milestones and how they will be measured
  - Additionally, in order to be in compliance with the Texas Engineering Practices Act ENGINEER must supervise the production of all documents and be made aware of any and all

changes to all documents to which the ENGINEER's seal will be affixed. The ENGINEER must review all front-end documents before signing and sealing.

- Per Texas Engineering Practice Act and Rules §137.33 (b) "License holders shall only seal work done by them, performed under their direct supervision as defined in §131.81 of this title, relating to Definitions, or shall be standards or general guideline specifications that they have reviewed and selected. Upon sealing, engineers take full professional responsibility for that work"

- Design drawings
- Specifications

The 90% documents will be submitted to the City for approval. Upon receipt of the City's comments on the Pre-final (90%) deliverables, the ENGINEER will revise the set and issue Final, bid-ready documents, which will include the "front-end" documents, along with the design drawings and technical specifications.

#### **Scope Item Assumptions:**

- The City standard front end (general and supplemental conditions and Division 1 specifications) documentation for inclusion into the contract documents will be obtained from <https://www.cctexas.com/promo/standards-contracts> and provided to the ENGINEER by the CITY for review and approval.
- When possible, ENGINEER will incorporate the plan sheets from previously prepared for Lagoon 7 dredging, City Project No. E17050 in order to reduce the level of effort. It is expected that approximately 3 – 4 sheets can be used as a template.
- The City staff will coordinate with TCEQ or any regulatory authority, as required.
- The City staff will provide comments to the ENGINEER on the drawings and specifications.
- The City staff will attend the submittal workshops.
- All permitting/plan review fees will be paid by the City.
- It is assumed that there are no known hazardous waste contaminated areas, wetlands, endangered species, or other environmentally sensitive flora or fauna which may require additional efforts during design, permitting or construction management.
- The contractor will be responsible for providing all equipment, materials, labor, permits, testing, and supervision required to dredge, haul and properly deliver the residuals to the disposal site.
- The residuals will be disposed of at the Cefe Valenzuela Landfill, 2397 Co. Rd. 20, Robstown, TX 78380, owned by the City of Corpus Christi (approximately 20 miles from ONSWTP).
- The Contractor will be responsible for conducting and providing the following documentation as necessary for the option bid by the Contractor:
  - trip tickets;

- detailed work plan included in bid;
- percent total solids tests for each load;
- paint filter tests for each load at the point of generation (Option A only);
- TCLP and TPH tests for every 25,000 CY disposed of at the landfill
- The Contractor will **NOT** be responsible for tipping fees at the Cefe Valenzuela Landfill.
- Existing contractor staging area near Hearn Rd. will be available to Contractor. Contractor will be responsible for maintaining the staging area in a condition that is suitable for their own use and will **NOT** be responsible for restoring the staging area to its existing condition.
- Contractor award will be based on lowest responsive and qualified bidder but quantities on the Bid Form will be for evaluation purposes only. The bid documents will include hypothetical quantities that help to establish unit costs and to gain an understanding of the target quantities.
- The total estimated quantity of residuals to be removed is approximately 33,500 DT for the Base Contract.

#### **Deliverables:**

- 90% design review submittal
- One (1) electronic copy word documents
- One pdf electronic copy of entire 90% bid set (plans, specifications, front-end documents)
- Five sets of bound 8 1/2-inch by 11-inch specifications and five sets of half size (11-inch by 17-inch) drawings (hard copy)

#### **2.05 QA / QC**

ENGINEER will document internal Quality Assurance review comments on the pre-final (90%) drawing and specifications. ENGINEER will address internal Quality Assurance review comments.

#### **2.06 Pre-final (90%) Design Workshops**

ENGINEER will lead workshops to discuss the drawings and specifications. ENGINEER will incorporate comments from the City into the Pre-final (90%), and Final Design.

#### **Scope Item Assumptions:**

- The City staff will provide comments to the ENGINEER on the drawings and specifications.
- The City staff will attend the submittal workshops.

#### **Meetings:**

- One (1) two-hour Pre-final (90%) Design Workshop

### **3. Bid Phase Services**

The ENGINEER will assist the City in development of bid documents including contract agreement forms, general conditions and supplemental conditions, notice to bidders, instruction to bidders, insurance, bond requirements, and preparation of other contract and bid related items. The ENGINEER will develop specifications and drawings to describe the size and character of the entire project, description of the materials to be utilized and such other essentials as may be necessary for construction and cost analysis under this phase.

#### **3.01 Sampling and Bench Testing Coordination & Support**

This task will be executed by the City.

#### **3.02 Pre-Bid Workshop**

After the bid has been advertised on CivCast but before the bids are received by the City, the ENGINEER will:

- Attend a Pre-Bid Workshop with the prospective Bidders in order to make Bidders aware of any unique project components, inform Bidders of the project details, clarify Bidder or City questions and solicit comments, questions and input from the City and Bidders.

#### **Scope Item Assumptions:**

- The City staff will provide Workshop Agenda.
- The City staff will lead Workshop.
- The City staff will prepare, print, and bring all meeting materials.
- ENGINEER will not be responsible for providing meeting agenda, exhibits, power point presentation or meeting minutes.
- ENGINEER will not be responsible for supervising sludge sampling before or after workshop.

#### **Meetings:**

- One (1) one-hour Pre-Bid Workshop
- One (1) one-hour site walkthrough with contractors after workshop

**Deliverables:**

- Pre-Bid Meeting Attendance

**3.03 Bidding Coordination**

The ENGINEER will:

- Review all questions concerning the bid documents and prepare any revisions to the plans, specifications and bid forms that may be necessary.

**Deliverables:**

- (1) hard copy and electronic set of any required addenda for distribution to Bidders and provide overall support to City during the bid advertisement period.

**3.04 Bid Evaluation**

The ENGINEER will review all bids received for compliance with the requirements of the Bid Documents, including addenda. After consultation with City, the ENGINEER will recommend a Contractor based on this review and knowledge of proposed contractors' and subcontractors' past performance records.

**Scope Item Assumptions:**

- This Scope of Services does not include time for the ENGINEER to assist the City in the event of bid protests.
- The ENGINEER will attend the bid opening and assist with the evaluation of bids
- The ENGINEER will review the Contractor's Statement of Experience and confirm it meets contract requirements
- For bids over budget, the ENGINEER 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.
- The CITY will prepare, review, and provide copies of the Contract for execution between the City and the Contractor.

**Meetings:**

- One (1) two-hour bid opening meeting
- One (1) two-hour meeting to discuss bids with the City

**4. Construction Phase Services**

The intent of the Construction Administration Phase is to assist the City in confirming that construction of the Project is carried out in accordance with the requirements of the Contract Documents and to help facilitate and enable the Work to progress in an efficient

and cost-effective manner, while maintaining facility operations. The anticipated level of effort is based on 33,500 DT of residuals being removed in 13 to 15-months of construction period.

#### **4.01 General Project Administration and Meetings**

The ENGINEER will assist the City during the construction phase, by providing the following:

- Participate in pre-construction meeting conference and provide a recommended agenda for critical construction activities and elements impacted by the project.
- Conduct monthly progress update meetings with City staff to provide progress reports to City.
- Provide construction administration, quality control, value engineering support and coordination. design related services:

##### **Scope Item Assumptions:**

- ENGINEER will not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor(s) (except as otherwise specified in the Contract Documents) or the safety precautions and programs incident to the Work of the Contractor(s).
- ENGINEER to provide regular construction administration and site visits to ensure conformance with design.
- The City will process applications/estimates for payments to Contractor. ENGINEER will review the payment applications prior to releasing payment to the Contractor.

##### **Meetings:**

- One (1) two-hour meeting pre-construction conference with the City
- Fifteen (15) one-hour monthly progress meeting

##### **Deliverables:**

- Recommended Agenda for critical construction activities
- Meeting Minutes and sign-in sheet.

#### **4.02 Review Submittals**

The ENGINEER will:

- Receive, log and distribute for review and approval the submittals, shop drawings, samples, test results, operations and maintenance manuals, and other data that Contractor is required to submit. The ENGINEER will also evaluate the Contractor's request for substitutions.

- Distribute and file the submittals after review action has been taken. The ENGINEER will follow-up to verify that revisions are made and resubmitted as required and will verify that such required submittals are received and approved prior to installation or payment for the materials covered.
- Review the schedule of shop drawing submissions and schedule of values prepared by Contractor and will discuss status of the submittals at construction progress meetings. The ENGINEER will be responsible for completing the submittal reviews within 15 business days and for monitoring the status and timeliness of responses.
- Maintain a submittal log showing dates of submittal, transmittal action to other sub-consultants, dates of return and review action.

**Deliverables:**

- Updated Submittals Log
- Reviewed Submittals with Submittal Status

**4.03 Issue Interpretations and Clarifications (RFI's)**

The ENGINEER will:

- Act as a point of contact for interpretation of the requirements of the Contract Documents and judge of the acceptability of the work based on the requirements shown or specified.
- Respond to Requests for Information (RFI) within five (5) business days and for monitoring the status and timeliness of responses.
- Maintain an RFI log showing dates of submittal, transmittal action to other sub-consultants, dates of return, and a summary of the response.

**Deliverables:**

- Updated RFI Log
- RFI Responses
- Contractor or City-Requested Change Reviews as necessary
- Contract Document Interpretations and Clarifications as necessary

#### **4.04 Site Visits**

The ENGINEER will conduct regular visits to the site (at least one (1) per month) to familiarize themselves with the status of work, make spot checks of work-in-progress, verify conformance with the design intent, and conduct detailed coordination of construction issues. During site visits the ENGINEER will verify quantities and characteristics of residuals being dredged and dewatered along with moisture content of the solids at various stages of dewatering and residuals levels in the pre-sed basin based on Contractor daily logs in order to track and provide the data to the City monthly. A total of fifteen (15) site visits are anticipated for the duration of construction.

#### **4.05 Change Orders**

ENGINEER will review cost and time estimates for change orders and for Contractor's claims for additional cost or compensation due to differing site conditions, force majeure, material or equipment shortages, or other causes in order to determine whether they are justified under the Contract. The ENGINEER will also provide an estimate of the additional Design Consultant costs (if any) that would be incurred as a result of the change order.

#### **4.06 Substantial Completion/Final Acceptance Inspection**

Following notice from the Contractor, the ENGINEER and other Project Team members will conduct an inspection to determine if the Project is substantially complete in accordance with the construction documents. If the ENGINEER considers the work substantially complete, then the ENGINEER will deliver to City and the Contractor a Certificate of Substantial Completion and a list of observed items requiring completion or correction (punch list), date for completion for the punch list, and recommendation for division of responsibilities between the City and the Contractor.

Project Team members will conduct a final inspection to determine if the finished Work has been completed to the standard required by the Contract Documents and that Contractor has fulfilled its obligations as required. A final list of items to be completed or corrected in accordance with the requirements of the construction documents will be prepared and submitted to the Contractor.

After the Contractor has completed the work of the final punch list and upon written notice from the Contractor, the ENGINEER will review and determine that items on the final list have been completed or corrected and make recommendations to the City concerning acceptance and final payment.

#### **Scope Item Assumptions:**

- ENGINEER will maintain the punch-list of final construction items.
- The City will conduct the final inspection with the Engineer.

**Meetings:**

- N/A

**Deliverables:**

- Substantial Completion Recommendation
- Substantial Completion Punch List
- Final Completion Recommendation
- Final Completion Punch List

**4.07 Residuals Survey**

The ENGINEER will estimate the level of residuals at an average distance of 200-feet in the Pre-sedimentation basin to estimate the level of solids. This level would be used to generate a topographic surface to quantify the solids. The survey described here is for post-construction “as-built” conditions to verify quantity removed and resulting residual levels. The pre-construction “existing conditions” survey to verify existing conditions and provide accurate information to Bidders is not included in this scope.

The residuals survey generally consists of the following tasks:

- Establish control using existing on-site control points
- Survey existing water surface elevation (WSE) in pre-sedimentation basin
- Perform boat based residual survey
  - Probe below water surface several feet into existing residuals blanket with Sludge Judge® to obtain sludge sample. The sample obtained is similar to a typical undisturbed core sample obtained by a Shelby tube or split spoon sampler common in geotechnical engineering.
  - Record total depth below water surface of Sludge Judge® insertion
  - Record horizontal (X and Y) coordinates of location of residuals sample and unique data point identification (ID).
  - Retract Sludge Judge® and measure and record total depth of residuals column in sample collected.
  - Release sample (unless sample retention is needed for analysis) and rinse Sludge Judge®.
  - Move boat to next sample location and repeat the process for each sample and survey point.
- Top of residual elevation (Z coordinate) is then calculated as  $WSE - \text{Total insertion depth} + \text{Depth of residual column in sample}$ .
- The top of residual elevation is then added to each unique data point ID in CADD software to develop a top of residual surface for the entire lagoon or pre-sedimentation basin.

**Deliverables:**

- Final residual exhibits showing plan and section views of post construction (as-built) conditions.

#### **4.08 Residual Quantities Tracking and Verification**

This task will help in tracking the project progress and residual removal rates. The ENGINEER will provide the following services.

- Track program progress, expenditures and available program funds by compiling Contractor pay requests and residual removal quantities from contractor daily logs and will provide the data to the City monthly.
- Track and tabulate daily percent solids testing and landfill tickets to calculate total Contractor production.
- Review percent solids lab test results for consistency and accuracy. Coordinate with City, Contractor and third party lab in case of discrepancies to remedy the discrepancy.
- Provide regular updates to the City on funds allocated and funds remaining.
- Coordinate with City staff on any required changes throughout the duration of the project as directed by the City.
- Track Contractor compliance with stated, project specific, project milestones.
- This scope of work assumes that there will be no option for Contract Renewal to substantially increase total contract DT quantity.
- The Pay Request verification services described above and included in this amendment are based on one contract term for removal of approximately 33,500 DT of solids and of a duration not to exceed 15 months. This scope of work is dependent on receiving weekly scale reports from Cefe Valenzuela staff. This scope of work is also dependent on Contractor providing weekly composite percent solids lab results and daily logs. The Contractor daily logs should include dredging progress, quantities and characteristics of residuals dredged and dewatered, moisture content of the solids (dredged and after dewatering), residuals level, average residual removal rate, and dewatering rates.

## **PART B - SOLIDS COLLECTION SYSTEM REPLACEMENT**

### **1. Preliminary Design Services**

#### **1.01 Project Progress Meetings and Minutes**

ENGINEER will coordinate the kick-off meeting and regular progress meetings. These meetings shall be used to coordinate ongoing issues, discuss project status and obtain input from the City. ENGINEER will prepare meeting minutes and will finalize and distribute after review by the City's staff.

##### **Scope Item Assumptions:**

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

##### **Meetings:**

- One (1) two-hour kickoff meeting
- Four (4) two-hour progress meetings (monthly) with utility and engineering services staff

##### **Deliverables:**

- Meeting Minutes and sign-in sheet

#### **1.02 Project Coordination**

ENGINEER will coordinate the work of all subconsultants, including the leading of meetings with subconsultants to coordinate completion of work and adherence to schedules. The ENGINEER will coordinate with the City's utilities staff for data requests and operations questions. The ENGINEER will coordinate with Engineering Services regarding historical document and drawings requests. The ENGINEER will coordinate with other on-going projects at ONSWTP that have overlapping project drivers.

##### **Scope Item Assumptions:**

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

##### **Meetings:**

- Project coordination meetings will be included as part of progress meetings in Task 1.01

**Deliverables:**

- Meeting minutes

**1.03 Detailed Project Schedule and Updates**

ENGINEER will prepare a project schedule that summarizes all of the major tasks of the project and the critical path of the project. ENGINEER will update the project schedule monthly as the project progresses or changes occur.

**Scope Item Assumptions:**

- The City staff will provide feedback on project schedule.

**Meetings:**

- Included under Subtask 1.01 Project Progress Meetings and Minutes.

**Deliverables:**

- One (1) project schedule at the kickoff meeting
- Updated project schedule monthly

**1.04 Site Survey and Coordination**

ENGINEER will review historical drawings. The ENGINEER will also identify aboveground and underground utilities to identify easements and conflicts.

**Scope Item Assumptions:**

- The City staff will provide existing plan drawings or site survey AutoCAD file to ENGINEER.
- No survey field services are included

**Meetings:**

Included under Subtask 1.01 Project Progress Meetings and Minutes.

**Deliverables:**

N/A

### **1.05 Preliminary Design**

ENGINEER will further develop the assumptions from the Alternatives Assessment to 30% level of design for the selected alternative, refining the site layouts and operating parameters. Design documents and list of specifications will be prepared and submitted to the City with certain disciplines advanced beyond others, but overall 30% completion. ENGINEER will prepare preliminary process, mechanical, structural, electrical, and instrumentation and control drawings and present them in a preliminary engineering report. The Preliminary Engineering report will include the following:

- Description of the final process, modifications to existing facilities, and the major equipment functions. Unit sizing, unit quantities, and redundancy will be addressed. The unit and equipment sizing will be based on design criteria presented in the Alternatives Assessment Memorandum.
- Process schematics and description of proposed solids collection system.
- General facility arrangement layout drawings. These drawings will present area requirements for process equipment and support areas.
- General site plan presenting the arrangement of the new equipment on site.
- Description of construction for the structures that will house the new equipment. Sketches presenting the facility elevations will also be included.
- Construction sequencing and connections to existing facilities.
- Overall process control strategy.
- Preliminary instrumentation block diagram drawing presenting the general instrumentation system controls.
- Description of the interface between the existing instrumentation system and the proposed facilities, along with upgrades to the existing SCADA.
- Estimate of construction costs corresponding to 30% design completion.
- Schedule for permitting, final design, bidding and award, construction, and start-up.

#### **Scope Item Assumptions:**

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

#### **Meetings:**

- Included in task 1.07.

#### **Deliverables:**

- Preliminary Engineering Report and 30% design drawings (PDF) and list of specifications (PDF).
- Opinion of probable construction costs
- Project schedule

## **1.06 QA / QC**

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

### **Scope Item Assumptions:**

- The ENGINEER will provide a quality assurance review of preliminary engineering report.

### **Meetings:**

N/A

### **Deliverables:**

Included in 1.07 Preliminary Design

## **1.07 Preliminary Design Report Workshop**

ENGINEER will prepare a MS PowerPoint presentation for the Conceptual Design Workshop.

ENGINEER will lead Preliminary Design Workshop to discuss the Preliminary Engineering Report. ENGINEER will incorporate comments from the City into the final Preliminary Engineering Report, as detailed in 1.05 Preliminary Design.

### **Scope Item Assumptions:**

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

### **Meetings:**

- One (1) four-hour Preliminary Design Client Review Workshop

### **Deliverables:**

- PowerPoint presentation for the Preliminary Design Submittal Workshop

## **2. Detailed Design Services**

## **2.01 Project Progress Meetings and Minutes**

ENGINEER will coordinate regular progress meetings. These meetings shall be used to coordinate ongoing issues, discuss project status and obtain input from the City. ENGINEER will prepare meeting minutes and will finalize and distribute after review by the City's staff.

### **Scope Item Assumptions:**

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

### **Meetings:**

- Six (6) two-hour progress meetings (monthly) with Utility and Engineering Services staff

### **Deliverables:**

- Meeting Minutes and sign-in sheet.

## **2.02 Project Coordination**

ENGINEER will coordinate the work of all subconsultants, including the leading of meetings with subconsultants to coordinate completion of work and adherence to schedules. The ENGINEER will coordinate with the City's utilities staff for data requests and operations questions. The ENGINEER will coordinate with Engineering Services regarding historical document and drawings requests. The ENGINEER will coordinate with other on-going projects at ONSWTP that have overlapping project drivers.

### **Scope Item Assumptions:**

- The City staff will participate in coordination meetings with multiple on-going projects at ONSWTP.

### **Meetings:**

- Project coordination will be discussed at monthly progress meetings as described in Task 2.01.

### **Deliverables:**

- Meeting Minutes

### **2.03 Detailed Project Schedule and Updates**

ENGINEER will prepare a project schedule that summarizes all of the major tasks of the project and the critical path of the project. ENGINEER will update the project schedule as the project progresses or changes occur (estimated monthly).

#### **Scope Item Assumptions:**

- The City staff will provide feedback on project schedule.

#### **Meetings:**

Included under Subtask 2.01 Project Progress Meetings and Minutes.

#### **Deliverables:**

- Revised project schedule

### **2.04 60%, Pre-final (90%), and Final (100%) Design**

Upon authorization by the City, the ENGINEER will perform the final design of the new solids collection system. The design will involve development of a set of contract documents, which will include construction plans, details, specifications, and other documents to establish and depict the size, character, and extent of the entire project with respect to structural, site work, mechanical, instrumentation and electrical systems, and such other elements as may be appropriate.

All of the contract plans will be prepared using the latest version of AutoCAD. As part of the final design, the ENGINEER will develop contractual conditions and instructions to bidders and will also update the project cost estimates and construction schedule, to reflect the level of design completion.

As part of preparing the final design, the ENGINEER will conduct an internal constructability review. This review will focus on the ease with which the system can be constructed at the selected site, be integrated with existing facilities, and avoid interferences and other obstacles that could cause construction delays or difficulties. The ability to maintain existing facilities in service throughout construction will also be examined as part of the constructability review.

Design documents will be submitted to the City at various stages during final design. The following deliverables have been established for final design, which will be provided at the 60% and 90% design completion points, respectively:

#### **Deliverables for 60% Design Completion**

- Updated mechanical plans and specifications

- Plans, Sections and details for all disciplines
- Updated cost estimate and schedule

#### Deliverables for 90% Design Completion

- Updated Plans, Sections and details for all disciplines
- Complete specifications
- Updated cost estimate and schedule

The 90% documents will be submitted to the City for approval. Upon receipt of the City's comments on the Pre-final (90%) deliverables, the ENGINEER will revise the set and issue Final, bid-ready (100% complete) documents, which will include the "front-end" documents, along with the design drawings and technical specifications.

#### **Scope Item Assumptions:**

- The City standard front end (general and supplemental conditions and Division 1 specifications) documentation for inclusion into the contract documents will be obtained from <https://www.cctexas.com/promo/standards-contracts>
- The City staff will provide comments to the ENGINEER on the drawings and specifications.
- It is anticipated that the City will competitively bid the solids collection system under the construction project and enter into an agreement with an outside Construction Contractor to complete the work (no vendor pre-selection).
- All permitting/plan review fees will be paid by the City.
- It is assumed that there are no known hazardous waste contaminated areas, wetlands, endangered species, or other environmentally sensitive flora or fauna which may require additional efforts during design, permitting or construction management.
- Design drawings will be prepared using 2D AutoCAD 2019

#### **Meetings:**

Included under subtask 2.06.

#### **Deliverables:**

- 60% design review submittal
- 90% design review submittal
- One (1) electronic copy of CAD files and word documents
- One pdf electronic copy of entire bid set
- Five sets of bound 8 1/2-inch by 11-inch specifications and five sets of half size (11-inch by 17-inch) drawings (hard copy)

#### **2.05 QA / QC**

ENGINEER will document internal Quality Assurance review comments on the 60% and pre-final (90%) drawing and specifications. ENGINEER will address internal Quality Assurance review comments.

**Scope Item Assumptions:**

- The ENGINEER will provide a quality assurance review of all drawings and specifications.

**Meetings:**

N/A

**Deliverables:**

Included in 2.04 60%, Pre-final (90%), and Final (100%) Design

**2.06 60%, Pre-final (90%) and Final (100%) Design Workshops**

ENGINEER will prepare a MS PowerPoint presentation for the 60%, Pre-final (90%), and Final (100%) Design workshops.

ENGINEER will lead workshops to discuss the drawings and specifications. ENGINEER will incorporate comments from the City into the 60%, Pre-final (90%), and Final (100%) Design.

**Scope Item Assumptions:**

- The City staff will provide comments to the ENGINEER on the drawings and specifications.
- The City staff will attend the submittal workshops.

**Meetings:**

- One (1) two-hour 60% Design Client Review Workshop
- One (1) two-hour Pre-final (90%) Design Workshop
- One (1) two-hour Final (100%) Design Workshop

**Deliverables:**

- PowerPoint presentation for each of the Workshops

**2.07 Permitting and Agency Coordination**

ENGINEER will meet with City Staff to discuss existing TCEQ permitting requirements. As needed, the ENGINEER will perform the following

- Prepare letter and design submittal package to TCEQ providing notification for the recommended improvements to be performed for the solids collection system.
- Coordinate with the City and different regulatory agencies, as required, to obtain any permits for construction of the project.
- Attend phone calls or in-person meetings with TCEQ to confirm regulatory requirements and present proposed improvements.
- Address comments from TCEQ and adjust design documents as required.

**Scope Item Assumptions:**

- The City staff will provide information regarding permitting as needed.

**Meetings:**

- Up to two (2) one-hour conference calls with TCEQ to discuss permitting and project requirements

### **3. Bid Phase Services**

The ENGINEER will assist the City in developing bid documents including contract agreement forms, general conditions and supplemental conditions, notice to bidders, instruction to bidders, insurance, bond requirements, and preparation of other contract and bid related items. The ENGINEER will develop specifications and drawings to describe the size and character of the entire project, description of the materials to be utilized and such other essentials as may be necessary for construction and cost analysis. The ENGINEER will assist the City during the bid period by performing the following tasks:

- Participate in the pre-bid conference to discuss scope of work and to answer scope questions
- Review all questions concerning the bid documents and prepare any revisions to the plans, specifications and bid forms that may be necessary.
- Attend bid opening and assist with the evaluation of bids.
- Assist with the review of the Contractor's Statement of Experience and confirm it meets Contract requirements.
- For bids over budget, the ENGINEER 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.

**Scope Item Assumptions:**

- The City will designate an individual to have responsibility, authority and control for coordinating activities for the construction contract award.
- The City will provide the City's updated standard specifications, standard detail sheets, standard and special provisions and forms for required bid documents.

- The City will arrange for all documents and addenda to be distributed to prospective bidders.
- The City will advertise the projects for bidding, maintain the list of prospective bidders, receive and process deposits for all bid documents, issue (with assistance of Engineer) any addenda, prepare and supply bid tabulation forms, and conduct bid opening.
- The City will receive the ENGINEER's recommendation concerning bid evaluation and prepare agenda materials for the City Council concerning bid awards.
- The City will prepare, review, and provide copies of the contract for execution between the City and the Contractor.
- This Scope of Services does not include time for the ENGINEER to assist the City in the event of bid protests.

#### **Meetings:**

- One (1) two-hour Pre-bid Meeting
- One (1) two-hour bid opening meeting
- One (1) two-hour meeting to discuss bids with the City

#### **Deliverables:**

- Two (2) hard copy sets and one (1) electronic set of conformed drawings and conformed Contract Documents (pdf and original [CAD/word/etc.]) to the City.

## **4. Construction Phase Services**

### **4.01 Engineering Services During Construction**

The ENGINEER will assist the City during the construction phase, by providing the following design related services:

- General construction administration.
- Attend site visits by the Project Manager and/or appropriate Technical Specialist for participation at monthly progress meetings and inspection of construction.
- Review and approve shop drawings and maintain the shop drawing log.
- Provide interpretations and clarifications of the contract documents based on the contractor's requests for information (RFIs) 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. Engineer's effort is based on review of one RFI per sheet of the Contract Documents
- Review contractor pricing for change order requests.
- Prepare supplementary work drawings, specifications, and instructions or meetings, as necessary to interpret and resolve encountered field conditions.

- Manage and review the O&M Manual deliverables required by construction contracts and by equipment suppliers.
- Manage and review the Contractor's requirement of providing electronic record drawings.
- Make regular visits to the project site 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 project representative observation (from the City) or continuous monitoring of the progress of construction.
- Make final inspections with City Staff and provide the City with a certificate of completion for the project.
- As applicable, review and assure compliance with plans and specifications the preparation of operating and maintenance manuals (by the Contractor) for all equipment installed on this project.
- Review construction "red-line" drawings, prepare record drawings of the Project as constructed (from the "red-line" drawings, inspections and the Contractor provided plans) and deliver to Engineering Services a reproducible set and electronic file (AutoCAD r.18 or later) of the record drawings within two (2) months of final acceptance of the project. All drawings will be CADD drawn using dwg format in AutoCAD, and graphics data will be provided in ASCII format in tabular form. All electronic data will be compatible with the City GIS system.

The ENGINEER will also assist the City by observing work progress, quality, and compliance with contract documents. In performing these services, the ENGINEER would conduct a final inspection of work with City personnel, to evaluate punch-lists of the work remaining to be completed, provide final inspection of the completed punch-list items, and recommend the release of retained funds, as appropriate.

#### **Scope Item Assumptions:**

- City to arrange for a site inspector for continuous monitoring of the progress of construction.
- ENGINEER to provide regular construction administration and site visits to ensure conformance with design.
- Up to two days for ENGINEER to attend factory witness testing visit to verify fabrication and performance of the solids collector system.
- The City will process applications/estimates for payments to Contractor. The ENGINEER will review the payment applications prior to releasing payment to the Contractor.
- The City will assist with the integration of the control systems with input from the ENGINEER.
- The ENGINEER will maintain the punch-list of final construction items.
- The City will conduct the final inspection with the Engineer.

**Meetings:**

- One (1) two-hour pre-construction meeting
- Eight (8) four-hour site visits for specialty discipline inspections
- Eight (8) one-hour monthly progress meetings (can be held on same day as discipline site visits)
- Two (2) two-hour punch list walkthrough meetings

**Deliverables:**

- RFIs
- Change orders (as needed)
- Shop Drawing reviews
- Record Drawings

**4.02 Start-up Services**

The ENGINEER shall monitor startup activities and participate during the startup phase of the project. Participation shall include the following:

The Engineer will perform the following:

- Assist the City in start-up testing and equipment troubleshooting of the new solids collection system. Two staff will be available for up to two days of start-up assistance.
- Compile the operations and maintenance manuals for the City and confirm operation and maintenance requirements.
- Review of as-built documentation prior to startup.

**Scope Item Assumptions:**

- Contractor is responsible for preparing, testing, calibrating, and cleaning equipment prior to start-up as detailed in the project specifications.
- Contractor to prepare start-up checklist
- Engineer to maintain start-up checklist
- One (1) start-up phase included in construction contract

**Meetings:**

- Two (2) eight-hour site visits for two staff to assist in start-up, calibration, testing, and troubleshooting of solids collection system

**Deliverables:**

- Compiled Operations and Maintenance Manuals
- Start-up Checklist

#### **4.03 SCADA & Controls Integration**

The ENGINEER shall provide assistance to the City and the Contractor to ensure the appropriate control strategies are functioning properly prior to commissioning the solids collection system. The Engineer will perform the following:

- Assist the City in developing the control strategy and assist ONSWTP staff with system integration. The control strategy will build on the existing monitoring and control logic at the ONSWTP.
- Assist the City in preparing a PLC cutover checklist.
- Signal loop testing including electrical and instrumentation terminations.
- Coordination of new signals with existing SCADA system.
- Process tuning during startup.

#### **Scope Item Assumptions:**

- Integration to be performed by others

#### **Meetings:**

- Two (8) eight-hour site visits to test and/or troubleshoot control strategies, signals, and SCADA operations

#### **Deliverables:**

- Control strategy specification

## SCHEDULE

The following figure summarizes the planned project schedule. The following proposed schedule is provided to delineate the critical path tasks.

### PART A – Pre-Sedimentation Basin Dredging

| <b>Date</b>          | <b>Activity</b>                             |
|----------------------|---------------------------------------------|
| -                    | Large AE Contract Approval/NTP              |
| 3 Months after NTP   | 90% Design Completion                       |
| 4 Months after NTP   | Receive City Comments                       |
| 5 Months after NTP   | FINAL Design Completion                     |
| 7.5 Months after NTP | Bid and Award                               |
| 10 Months after NTP  | Mobilization                                |
| 24 Months after NTP  | Pre-sedimentation Basin Dredging Completion |
| 25 Months after NTP  | Demobilization & Project Completion         |

### PART B – Solids Collector Replacement

| <b>Date</b>         | <b>Activity</b>                            |
|---------------------|--------------------------------------------|
| -                   | A/E Contract NTP                           |
| 3 Months after NTP  | Sedimentation Basins Preliminary Design    |
| 6 Months after NTP  | Sedimentation Basins 60% Submittal         |
| 10 Months after NTP | Sedimentation Basins 90% Submittal         |
| 12 Months after NTP | Sedimentation Basins 100% Submittal        |
| 13 Months after NTP | Construction Package Advertising           |
| 14 Months after NTP | Construction Package Bid Opening           |
| 16 Months after NTP | Construction NTP                           |
| 25 Months after NTP | Sedimentation Basins Construction Activity |
| 27 Months after NTP | Demobilization & Project Completion        |

## FEE

Services will be provided on a Lump Sum basis for a total not-to-exceed contract amount of \$862,388 for the following two Parts:

- Part A – Pre-Sedimentation Basin Dredging: \$190,853
- Part B – Solids Collection System: \$671,535

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

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

Sincerely,

Hazen and Sawyer  
TBPE Firm No. F-13618



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



Evan Ged, PE  
Principal Engineer

**ONSWTP Sedimentation Basin Improvements  
CITY PROJECT NO. 18130A  
SUMMARY OF FEES**

|                                      | Original Contract | Amendment 1      |                  | Amendment No. 1             | Total Contract   |
|--------------------------------------|-------------------|------------------|------------------|-----------------------------|------------------|
|                                      |                   | Part A           | Part B           |                             |                  |
| <b>Basic Services:</b>               |                   |                  |                  |                             |                  |
| 1 Preliminary Phase                  | \$49,800          |                  | \$160,080        | \$160,080                   | \$209,880        |
| 2 Design Phase                       |                   | \$70,797         | \$322,816        | \$393,613                   | \$393,613        |
| 3 Bid Phase                          |                   | \$7,367          | \$9,714          | \$17,081                    | \$17,081         |
| 4 Construction Admin Phase           |                   | \$57,612         | \$178,926        | \$236,538                   | \$236,538        |
| <b>Subtotal Basic Services</b>       | <b>\$49,800</b>   | <b>\$135,776</b> | <b>\$671,535</b> | <b>\$807,311</b>            | <b>\$857,111</b> |
| <b>Additional Services:</b>          |                   |                  |                  |                             |                  |
| 1 Permit Preparation                 |                   |                  |                  | \$0                         | \$0              |
| 2 Topographic Survey                 |                   | \$14,784         |                  | \$14,784                    | \$14,784         |
| 3 ROW Acquisition Survey             |                   |                  |                  | \$0                         | \$0              |
| 4 Environmental Issues               |                   |                  |                  | \$0                         | \$0              |
| 5 Public Meetings                    |                   |                  |                  | \$0                         | \$0              |
| 5 Construction Observation           |                   |                  |                  | \$0                         | \$0              |
| 5 Traffic Control                    |                   |                  |                  | \$0                         | \$0              |
| 6 Signalization Improvements         |                   |                  |                  | \$0                         | \$0              |
| 7 Warranty Phase                     |                   |                  |                  | \$0                         | \$0              |
| 8 Construction Inspection (T&M)      |                   |                  |                  | \$0                         | \$0              |
| 9 Platting Survey                    |                   |                  |                  | \$0                         | \$0              |
| 10 O & M Manuals                     |                   |                  |                  | \$0                         | \$0              |
| 11 SCADA                             |                   |                  |                  | \$0                         | \$0              |
| 12 Pre-Sedimentation Basin Residuals |                   | \$40,293         |                  | \$40,293                    | \$40,293         |
| <b>Subtotal Additional Services</b>  | <b>\$0</b>        | <b>\$55,077</b>  | <b>\$0</b>       | <b>\$55,077</b>             | <b>\$55,077</b>  |
| <b>Summary of Fees:</b>              |                   |                  |                  |                             |                  |
| Basic Services Fees                  | \$49,800          | \$135,776        | \$671,535        | \$807,311                   | \$857,111        |
| Additional Services Fees             | \$0               | \$55,077         | \$0              | \$55,077                    | \$55,077         |
| <b>Total Authorized Fees</b>         | <b>\$49,800</b>   | <b>\$190,853</b> | <b>\$671,535</b> | <b>\$862,388</b>            | <b>\$912,188</b> |
| Admin Approval<br>26-Oct-18          |                   |                  |                  | Council Approval<br>Pending |                  |

## 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 Contracts and Procurement 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><br>Per occurrence - aggregate                                                                            |
| Commercial General Liability including:<br>1. Commercial Broad Form<br>2. Premises – Operations<br>3. Products/ Completed Operations<br>4. Contractual Liability<br>5. Independent Contractors<br>6. Personal Injury- Advertising Injury | \$1,000,000 Per Occurrence<br>\$2,000,000 Aggregate                                                                                               |
| AUTO LIABILITY (including)<br>1. Owned<br>2. Hired and Non-Owned<br>3. Rented/Leased                                                                                                                                                     | \$500,000 Combined Single Limit                                                                                                                   |
| PROFESSIONAL LIABILITY<br>(Errors and Omissions)                                                                                                                                                                                         | \$1,000,000 Per Claim<br><br>If claims made policy, retro date must be prior to inception of agreement, have extended reporting period provisions |

|  |                                                        |
|--|--------------------------------------------------------|
|  | and identify any limitations regarding who is insured. |
|--|--------------------------------------------------------|

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

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

1.5 In the event of a change in insurance coverage, Consultant shall be required to submit a copy of the replacement certificate of insurance to City at the address provided below within 10 business days of said change. Consultant shall pay any costs resulting from said changes. All notices under this Article shall be given to City at the following address:

City of Corpus Christi  
Attn: Contracts and Procurement  
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.



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:** Hazen and Sawyer, DPC

**P. O. BOX:** NA

**STREET ADDRESS:** 500 N. Shoreline Blvd. Ste. 1102 **CITY:** Corpus Christi **ZIP:** 78401

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:** Chamindra Dassanayake, PhD, PE **Title:** Vice President  
(Type or Print)

**Signature of Certifying Person:** Chamindra Dassanayake PhD, PE **Date:** January 15, 2020

### 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.