



SERVICE AGREEMENT NO. 2699

CITY OF CORPUS CHRISTI AMENDMENT NO. 1 to the CONTRACT FOR PROFESSIONAL SERVICES

The City of Corpus Christi, Texas, hereinafter called "CITY," and **JACOBS ENGINEERING GROUP**, hereinafter called "CONSULTANT," agree to the following amendment to the Contract for Professional Services for **Cole Park Pier Improvements (Project No. 18171B)** as authorized and administratively amended by:

Original Contract	February 11, 2020	Motion No. M2020-047	100,000.00
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IN THE ORIGINAL CONTRACT, EXHIBIT A, SCOPE OF SERVICES, shall be modified as shown in the attached Exhibit A and A-1.

IN THE ORIGINAL CONTRACT, ARTICLE I – SCOPE OF SERVICES, per paragraph 1.6, the City's General Conditions for Construction Contracts omitted from the original contract are hereby added as **Exhibit D**. Exhibit D includes the Designer's responsibilities during the Construction Administration and Construction Observation Phases as noted in Exhibit A and A-1. The Designer's responsibilities are only noted in the sections that refer to the Designer. All other terms and conditions in Exhibit D refer to Contractor's responsibilities. The Designer has no express or implied services not specifically noted in the Designer's responsibilities.

IN THE ORIGINAL CONTRACT, COMPENSATION shall be modified as shown in the attached Exhibit A for an additional fee not to exceed **\$613,055.00** for a total revised fee not to exceed **\$713,055.00**.

All other terms and conditions of the February 11, 2020 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

Peter Zanoni
City Manager

Date

JACOBS ENGINEERING GROUP, INC.

DocuSigned by:



6/18/2020

Jeff Ely, P.E.
Manager of Projects
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(281) 776-2525
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APPROVED AS TO FORM

Legal Department

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 geotechnical scope recommendations and coordinate with the City's Geotechnical Investigation Company. 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.
- e) Prepare preliminary opinions of probable construction costs (OPCC) for the recommended improvements.
- f) Conduct preliminary analysis of lighting, including existing equipment, above/below ground electrical service, etc. Provide recommendations for improvements/upgrades.
- g) 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.
- h) 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).
- i) Prepare exhibits for one Parks and Recreation Advisory Committee meeting
Prepare an Engineering Letter Report (ELR) (2-3 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, 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) Provide an opinion of probable construction costs.
 - (3) 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.
 - (4) Summarize the Geotechnical Report findings and criteria for the pier and parking area design
 - (5) Provide preliminary index of anticipated drawings and specifications.
- j) **Initiate** ELR submittal discussion with City PM to brief PM on any concerns or issues prior to distribution of ELR submittal.
 - k) Submit one (1) copy in an approved electronic format, and two (2) hard copies of the Draft Engineering Letter Report.
 - l) Participate in ELR review meeting with City staff and others on the Draft Engineering Letter Report as scheduled by City Project Manager.
 - m) Address review comments and questions and provide written responses to the City PM.
 - n) 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.

City staff will provide electronic copies of the following information (as applicable and requested through the City PM):

- a) Electronic index and database of City's Record Drawing and record information.
- b) Record Drawings and record information as available from City Engineering files.
- c) The preliminary budget, specifying the funds available for construction.
- d) A copy of existing studies and plans (as available from City Engineering files).
- e) 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.

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 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.
 - d) 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.
 - e) 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.
 - f) 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.
 - g) 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.
 - h) 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

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.

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 documentation necessary for the U.S. Army Corps of Engineers Letter of Permission (LOP) for the Cole Park Pier.
2. **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) 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.** To Be Determined

4. **Warranty Phase.** To Be Determined.

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 and review dates.

Date	Activity
June 16, 2020	NTP
July 14, 2020	Draft ELR Submittal
July 21, 2020	City Review
July 28, 2020	Final ELR Submittal
October 6, 2020	90% Design Submittal
October 13, 2020	City Review
October 27, 2020	100% Pre-ATA Submittal
November 10, 2020	Final Sealed Bid Package
November 24, 2020	Advertise for Bids
December 8, 2020	Pre-Bid Conference
December 22, 2020	Receive Bids
February 21, 2020	Contract Award
March 21, 2020	Begin Construction
August 21, 2021	Complete Construction

II. **FEES**

- A. **Fee for Basic Services.** The City will pay the A/E a fixed fee for providing all "Basic Services" authorized as per the table below. The fees for Basic 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 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 table below:

SUMMARY OF FEES

A. BASIC SERVICES	Original Contract	Amendment #1	Total
1A INITIAL PRELIMINARY PHASE (Time and Materials)	\$ 100,000		\$ 100,000
1B REMAINDER PRELIMINARY PHASE		\$ 147,025	\$ 147,025
1 DESIGN PHASE	\$ -	\$ 335,385	\$ 482,410
2 BID PHASE	\$ -	\$ 23,050	\$ 505,460
3 CONSTRUCTION ADMINISTRATION PHASE	\$ -	\$ 85,435	\$ 590,895
SUBTOTAL OF BASIC SERVICES	\$ 100,000	\$ 490,895	\$ 590,895
B. ADDITIONAL SERVICES			
1 PERMIT PREPARATION *	\$ -	\$ 10,560	\$ 10,560
2 BATHYMETRIC SURVEY *	\$ -	\$ 11,600	\$ 11,600
3 CONSTRUCTION OBSERVATION SERVICES (TBD)*	\$ -	\$ -	\$ -
4 WARRANTY PHASE TBD	\$ -	\$ -	\$ -
SUBTOTAL OF ADDITIONAL SERVICES	\$ -	\$ 22,160	\$ 22,160
SUMMARY OF FEES			
BASIC SERVICES FEE	\$ 100,000	\$ 490,895	\$ 590,895
ADDITIONAL SERVICES FEES	\$ -	\$ 22,160	\$ 22,160
TOTAL AUTHORIZED FEES	\$ 100,000	\$ 613,055	\$ 713,055

*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.

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.

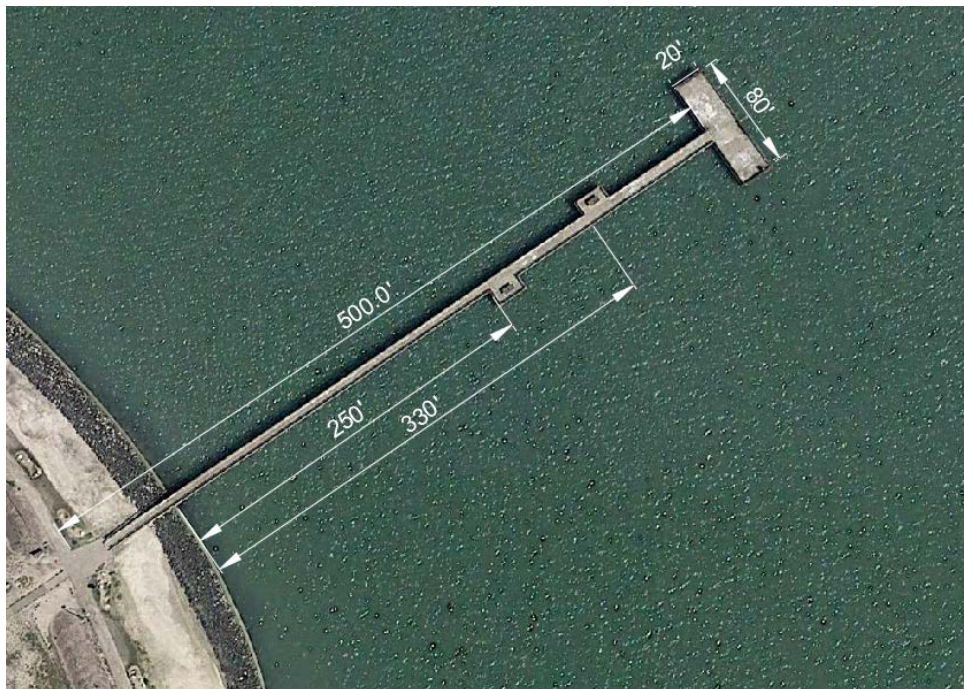


FIGURE 1- Cole Park Pier

The project will include two construction packages:

- Pier Demolition Project.
- Pier and Pier Public Use Improvements and Sitework and Landside Public Use Improvements.

The Pier Demolition Project scope includes demolition of the existing Pier structural components and electrical system. 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 five bump out areas.
- 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 and will include:

- An expanded parking lot.
- Seating areas, benches, shade structures and signage.

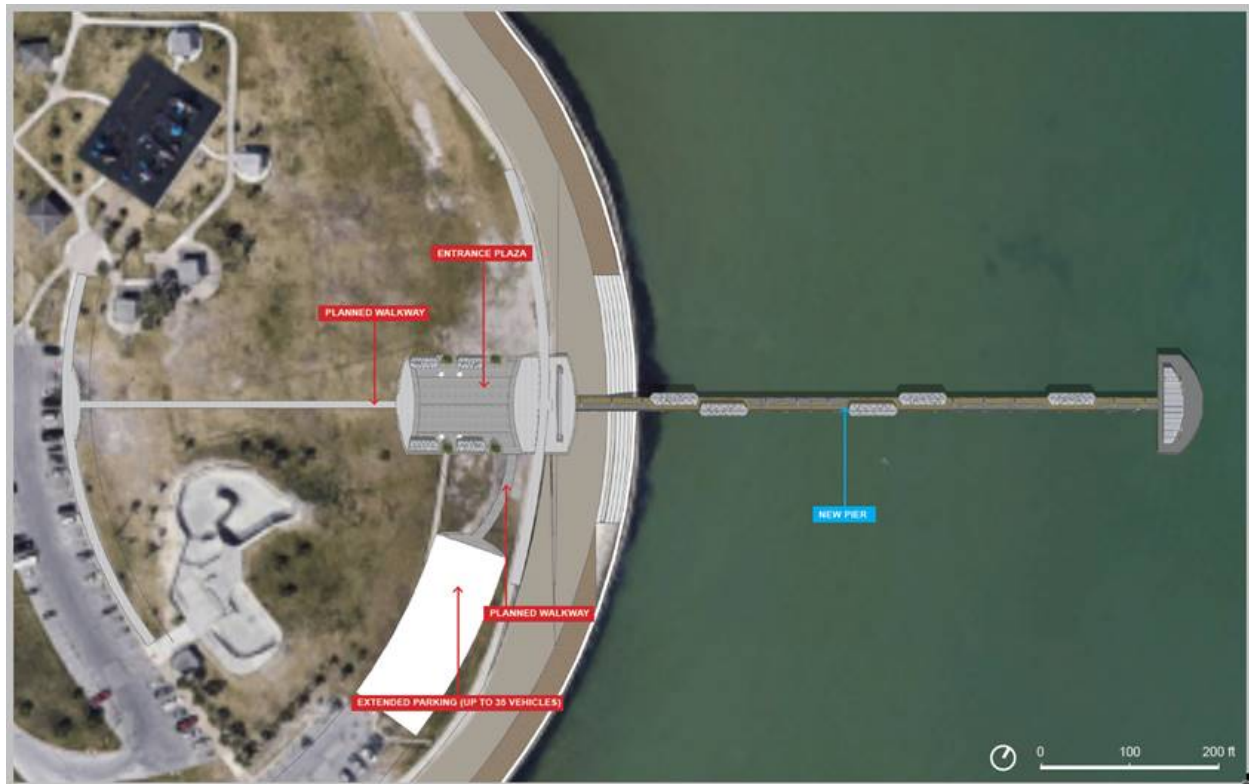


FIGURE 2 – Sitework and Landside Public Use Areas

A. BASIC SERVICES

1. Preliminary Phase

- a) Design Project Management and Meetings

- 1) Provide design project management (four months) , monthly reports and subconsultant coordination.
 - 2) 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).
 - 3) Participate in one City Parks and Recreation Advisory Committee meeting as noted in Exhibit A.
- b) Preliminary Design (30%)
- 1) The City will provide a geotechnical investigation report prepared by a geotechnical investigation company including two marine borings and one land boring.
 - 2) Review geotechnical results.
 - 3) Establish site environmental criteria (wind, waves, tides etc.).
 - 4) Determine still water elevation.
 - 5) Provide a numerical spectral wave modelling study to determine design wave conditions and overtopping rates including local bathymetry in Corpus Christi Bay.
 - 6) Determine forces generated during extreme flooding events and establish shoreline scour protection.
 - 7) Analyze future sea level rise changes and perform numerical model simulations that include future sea level rise (SLR) projection scenarios including local land subsidence.
 - 8) Structurally analyze the Pier components.
 - 9) Develop Pier components including sections and details.
 - 10) Develop accessibility requirements in accordance with Texas Department of Licensing and Regulation (TDLR) standards.
 - 11) Determine electrical and lighting requirements for the Pier and sitework (subconsultant).
 - 12) Prepare a Preliminary Opinion of Probable Construction Costs (OPCC) for the pier and sitework options.
 - 13) Prepare a project schedule.
 - 14) Prepare an abbreviated Draft Engineering Letter Report (two pages) and include:
 - (a) Project Description.
 - (b) Surveys.
 - (c) Design Loads (live loads, dead loads, hydrodynamic loads).
 - (d) Pier Replacement Options.
 - (e) Sitework Options (parking areas and sidewalks and considering the hike and bike trail).
 - (f) Pedestrian Connectivity Between the Pier, Parking Lots , Playground and Skatepark.
 - (g) Electrical and Lighting Description and Requirements.
 - (h) Regulatory Permits (USACE).

- (i) OPCC.
 - (j) Project Schedule.
 - (k) Anticipated Index of Final Design Drawings and Specifications.
 - (l) Copy of Geotechnical Investigation Report.
 - (m) Recommendations.
- 15) 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 (1 sheet).
- (c) Project Layout (1 sheet).
- (d) Site Plans (2 sheets).
- (e) Pier Structural Details (2 sheets).
- (f) Pier Public Use Options 1 and 2 - Plans and Sections including renderings. (4 sheets).
- (g) Electrical and Lighting Plans and Sections (3 sheets).

Sitework and Landside Public Use Improvements

- (a) Cover Sheet.
 - (b) General Notes, Abbreviations and Design Criteria (1 sheet).
 - (c) Project Layout (1 sheet).
 - (d) Sitework Plan and Sections (2 sheets).
 - (e) Landside Public Use Plans and Sections including renderings (4 sheets).
 - (f) Drainage Plan and Sections (2 sheets).
 - (g) Electrical and Lighting Plans and Sections (3 sheets).
- 16) Provide QA review of deliverables.
- 17) Submit the Engineering Letter Report to the City and participate in a review meeting.
- 18) 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 (90%, 100% and Final)

- 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) 90% 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 sheets).

- (d) Overall Layout/Project Control/Utility Layouts (2 sheets).
- (e) Site Plans (2 sheets).
- (f) Testing Schedule (1 sheet).
- (g) Demolition Plans and Sections (4 sheets).
- (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

- (a) Cover Sheet (1 sheet).
- (b) General Notes Abbreviations and Design Criteria (2 sheets).
- (c) Estimated Quantities (2 sheets).
- (d) Overall Layout/Project Control/Utility Layouts (2 sheets).
- (e) Testing Schedule (1 sheet).
- (f) Sitework Plan and Sections (6 sheets).
- (g) Landside Public Use Plan and Sections (9 sheets).
- (h) Electrical and Lighting Plan and Sections (4 sheets).
- (i) Miscellaneous Details (4 sheets).

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).
- 2) Plan Executive Summary, Project Checklist, Drawing Checklist.
 - 3) Opinion of Probable Construction Cost.
 - 4) 100% Submittal:
 - (a) Plans.
 - (b) Contract Documents.
 - (c) Opinion of Probable Construction Cost.
 - 5) Bid Set Submittal:
 - (a) Final Plans.
 - (b) Contract Documents.
 - (c) Opinion of Probable Construction Cost.
- b) Participate in review meetings (90% Submittal and 100% Submittal). Prepare meeting agenda and meeting minutes.
 - c) Provide QA review of deliverables.
 - d) Prepare Monthly Status Reports.

B. ADDITIONAL SERVICES (ALLOWANCE)

1. Permit Preparation

- a) US Army Corps of Engineers Letter of Permission for the Pier Construction

- (1) Coordinate with the USACE in regard to a Letter of Permission for the Pier Construction (one meeting).
- (2) Coordinate a pre-application/review meeting with the USACE (one meeting).
- (3) Prepare the USACE Letter of Permission permit document 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.

2. Bathymetric Survey

- a) As noted in Exhibit A, paragraph B.2.

3. Construction Observation (To Be Determined)

- a) As noted in Exhibit A, paragraph B.3.

Sample form for:
Payment Request
AE Contract
Revised 02/01/17

COMPLETE PROJECT NAME

Project No. XXXX

Invoice No. 12345

Invoice Date 01/01/2017

	Total				Current Invoice	Previous Invoice	Total Invoice	Remaining Balance	Percent Complete
	Contract	Amd No. 1	Amd No. 2	Contract					
Basic Services:	\$1,000.00	\$0.00	\$0.00	\$1,000.00	\$0.00	\$1,000.00	\$1,000.00	\$0.00	100.0%
	\$2,000.00	\$1,000.00	\$0.00	\$3,000.00	\$1,000.00	\$500.00	\$1,500.00	\$1,500.00	50.0%
	\$500.00	\$0.00	\$250.00	\$750.00	\$0.00	\$0.00	\$0.00	\$750.00	0.0%
	\$2,500.00	\$0.00	\$1,000.00	\$3,500.00	\$0.00	\$0.00	\$0.00	\$3,500.00	0.0%
	\$6,000.00	\$1,000.00	\$1,250.00	\$8,250.00	\$1,000.00	\$1,500.00	\$2,500.00	\$5,750.00	30.3%
Additional Services:									
	\$2,000.00	\$0.00	\$0.00	\$2,000.00	\$500.00	\$0.00	\$500.00	\$1,500.00	25.0%
	\$0.00	\$1,120.00	\$0.00	\$1,120.00	\$0.00	\$0.00	\$0.00	\$1,120.00	0.0%
	\$0.00	\$0.00	\$1,627.00	\$1,627.00	\$0.00	\$0.00	\$0.00	\$1,627.00	0.0%
	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Summary of Fees:									
	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
	\$2,000.00	\$1,120.00	\$1,627.00	\$4,747.00	\$500.00	\$0.00	\$500.00	\$4,247.00	10.5%
	\$6,000.00	\$1,000.00	\$1,250.00	\$8,250.00	\$1,000.00	\$1,500.00	\$2,500.00	\$5,750.00	30.3%
	\$2,000.00	\$1,120.00	\$1,627.00	\$4,747.00	\$500.00	\$0.00	\$500.00	\$4,247.00	10.5%
	\$8,000.00	\$2,120.00	\$2,877.00	\$12,997.00	\$1,500.00	\$1,500.00	\$3,000.00	\$9,997.00	23.1%

Notes:

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

EXHIBIT C

Insurance Requirements**Pre-Design, Design and General Consulting Contracts**

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

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

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
30-written day notice of cancellation, required on all certificates or by applicable policy endorsements	Bodily Injury and Property Damage Per occurrence - aggregate
PROFESSIONAL LIABILITY (Errors and Omissions)	\$1,000,000 Per Claim If claims made policy, retro date must be prior to inception of agreement, have 3-year 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, 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 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.

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

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 Defined Terms

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

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

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

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

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

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

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

1.02 Terminology

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

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

ARTICLE 2 – PRELIMINARY MATTERS

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 Intent

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

3.02 Reference Standards

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

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

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

3.03 Reporting and Resolving Discrepancies

3.04 Interpretation of the Contract Documents

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

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

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

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

5.01 Availability of Lands

5.02 Use of Site and Other Areas

5.03 Subsurface and Physical Conditions

5.04 Differing Subsurface or Physical Conditions

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

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

5.05 Underground Facilities

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

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

ARTICLE 6 – BONDS AND INSURANCE

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

ARTICLE 8 – OTHER WORK AT THE SITE

ARTICLE 9 – OWNER'S AND OPT'S RESPONSIBILITIES

9.01 Communications to Contractor

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

9.02 Replacement of Owner's Project Team Members

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

9.03 Furnish Data

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

9.04 Pay When Due

9.05 Lands and Easements; Reports and Tests

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

9.06 Insurance

9.07 Modifications

9.08 Inspections, Tests, and Approvals

- A. OPT's responsibility with respect to certain inspections, tests, and approvals are described in Paragraph 16.02.

9.09 Limitations on OPT's Responsibilities

- A. The OPT does not supervise, direct, or have control or authority over, and is not responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or related safety precautions and programs, or for failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. OPT is not responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 Undisclosed Hazardous Environmental Condition

- A. OPT's responsibility for undisclosed Hazardous Environmental Conditions is described in Paragraph 5.06.

9.11 Compliance with Safety Program

- A. Contractor is to inform the OPT of its safety programs and OPT is to comply with the specific applicable requirements of this program.

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

10.01 Owner's Representative

- A. OAR is Owner's representative. The duties and responsibilities and the limitations of authority of OAR as Owner's representative are described in the Contract Documents.

10.02 Visits to Site

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

10.03 Resident Project Representatives

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

10.04 Rejecting Defective Work

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

10.05 Shop Drawings, Modifications and Payments

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

10.06 Decisions on Requirements of Contract Documents and Acceptability of Work

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

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

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

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

ARTICLE 12 – CHANGE MANAGEMENT

12.01 Requests for Change Proposal

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

12.02 Change Proposals

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

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

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

12.03 **Designer** Will Evaluate Request for Modification

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

ARTICLE 13 – CLAIMS

13.01 Claims

13.02 Claims Process

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

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

ARTICLE 14 – PREVAILING WAGE RATE REQUIREMENTS

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

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

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

ARTICLE 18 – SUSPENSION OF WORK AND TERMINATION

ARTICLE 19 – PROJECT MANAGEMENT

ARTICLE 20 – PROJECT COORDINATION

20.01 Work Included

20.02 Document Submittal

20.03 Communication During Project

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

20.04 Requests for Information

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

ARTICLE 21 – QUALITY MANAGEMENT

ARTICLE 22 – FINAL RESOLUTION OF DISPUTES

ARTICLE 23 – MINORITY/MBE/DBE PARTICIPATION POLICY

ARTICLE 24 – DOCUMENT MANAGEMENT

ARTICLE 25 – SHOP DRAWINGS

25.01 Work Included

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

25.02 Quality Assurance

25.03 Contractor's Responsibilities

25.04 Shop Drawing Requirements

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

25.05 Special Certifications and Reports

25.06 Warranties and Guarantees

25.07 Shop Drawing Submittal Procedures

25.08 Sample and Mockup Submittal Procedures

25.09 Requests for Deviation

25.10 **Designer** Responsibilities

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

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

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

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

ARTICLE 26 – RECORD DATA

26.01 Work Included

26.02 Quality Assurance

26.03 Contractor's Responsibilities

26.04 Record Data Requirements

26.05 Special Certifications and Reports

26.06 Warranties and Guarantees

26.07 Record Data Submittal Procedures

26.08 **Designer**'s Responsibilities

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

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

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

ARTICLE 27 – CONSTRUCTION PROGRESS SCHEDULE

ARTICLE 28 – VIDEO AND PHOTOGRAPHIC DOCUMENTATION

ARTICLE 29 – EXECUTION AND CLOSEOUT

29.01 Substantial Completion

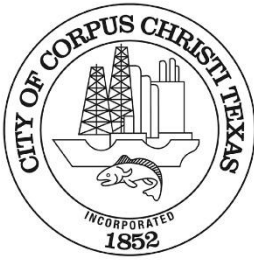
- A. Notify the **Designer** that the Work or a designated portion of the Work is substantially complete per the General Conditions. Include a list of the items remaining to be completed or corrected before the Project will be considered to be complete.
- B. OPT will visit the Site to observe the Work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

29.02 Final Inspections

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

ARTICLE 30 – MISCELLANEOUS

END OF SECTION



**CITY OF CORPUS CHRISTI
DISCLOSURE OF INTEREST
RFQ No. 2699
PROFESSIONAL ENGINEERING SERVICES
COLE PARK PIER IMPROVEMENTS
(PROJECT NO. 18171B)**

Corpus Christi Code § 2-349, 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 next page for Filing Requirements, Certification and Definitions.

COMPANY NAME: Jacobs Engineering Group Inc.

P. O. BOX: _____ STREET ADDRESS: 1999 Bryan Street, #1200

CITY: Dallas STATE: Texas ZIP: 75201

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."

Jacobs stock is purchased and traded daily by the general public. As such, disclosures regarding organization ownership are controlled and regulated by applicable federal law that restricts disclosure of such information except through certain government approved means.

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."

Jacobs stock is purchased and traded daily by the general public. As such, disclosures regarding organization ownership are controlled and regulated by applicable federal law that restricts disclosure of such information except through certain government approved means.

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."

Jacobs stock is purchased and traded daily by the general public. As such, disclosures regarding organization ownership are controlled and regulated by applicable federal law that restricts disclosure of such information except through certain government approved means.

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."

Jacobs stock is purchased and traded daily by the general public. As such, disclosures regarding organization ownership are controlled and regulated by applicable federal law that restricts disclosure of such information except through certain government approved means.

FILING REQUIREMENTS

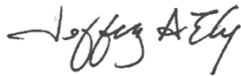
If a person who requests official action on a matter knows that the requested action will confer an economic benefit on any City official or employee that is distinguishable from the effect that the action will have on members of the public in general or a substantial segment thereof, you shall disclose 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: Jeffery A. Ely Title: Manager of Projects

Signature of
Certifying Person: _____



Date: 02.04.20

DEFINITIONS

- a. "Board member." A member of any board, commission, or committee of the city, including the board of any corporation created by the city.
- 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, whether under civil service or not, including part-time employees and employees of any corporation created by the city.
- 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.