



**ATTEST**

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

\_\_\_\_\_  
Date

Project Name O.N. Stevens Water  
Treatment Plant High Service Building No. 3  
Project Number E11066  
Accounting Unit 4096  
Account 550920  
Activity E11066014096EXP  
Account Category 50920  
Fund Name Water 2015 CIP  
This the original testing contract for \$54,765



- GEOTECHNICAL ENGINEERING
- CONSTRUCTION MATERIALS ENGINEERING TESTING
- SOILS • ASPHALT • CONCRETE

Thursday, July 14, 2016

City of Corpus Christi  
1201 Leopard St  
Corpus Christi, TX 78401

Attn Jeffrey Edmonds, P.E.

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**SUBJECT: ESTIMATED TESTING BUDGET FOR THE PROPOSED  
E11066 O.N. Stevens Water Treatment Plant High Service Pump Bldg 3  
Corpus Christi, TX  
R E T L Proposal Number: P070816A**

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Dear Jeffrey Edmonds, P.E.

Rock Engineering and Testing Laboratory, Inc. (RETL) (TBPE Firm No. 2101) is pleased to be selected to perform the Construction Materials Testing for the above referenced project. The Construction Materials Testing for the proposed construction project is based upon quantities as derived from the Plans made available to RETL as of the date of this proposal.

**The estimated testing for this project is** **\$54,765.00**

We understand that we have been chosen to provide these services for this publicly funded project. Therefore, by providing cost information we are not in violation of the Texas Professional Services Procurement Act.

The estimated construction materials testing budget is based on a review of the information provided to RETL. An estimated breakdown of field and laboratory testing required is included as an attachment.

Please make note that the actual fees invoiced for this project will be based on the actual testing performed. The total fee assessed will be dependent on the contractor's construction techniques, number of trips made to the jobsite, elapsed time from technician arrival to commencement of testing activities, and any time the technician is required to be on-site but not performing testing activities.

**Please be advised that weekend technician time will be invoiced portal to portal at an additional rate of**

**\$31.00**

RETL appreciates your consideration of our firm to assist you during the construction phase of your project. If you agree with this proposal, please sign the attached Laboratory Testing Services Agreement, submit the Distribution List and provide billing information. Please do not hesitate to contact me at (361) 883-4555 extension 415 if you have any questions regarding the proposal or would like to discuss further.

Sincerely,

Pablo Schmitt  
Estimator  
Rock Engineering and Testing

ROCK ENGINEERING TESTING LABORATORY, INC.  
6817 LEOPARD STREET • CORPUS CHRISTI, TEXAS, 78409  
OFFICE: (361) 883-4555 • FAX: (361) 883-4711 • www.rocktesting.com



**P070816A**  
**E11066 O.N. Stevens Water Treatment Plant High Service Pump Bldg 3**

**City of Corpus Christi**  
**Corpus Christi, TX**  
**Jeffrey Edmonds, P.E.**

| 01. SOILS                       |                                    | LIFTS/MIN | QTYFREQ | QTY     | RATE                      | AMOUNT             |
|---------------------------------|------------------------------------|-----------|---------|---------|---------------------------|--------------------|
| <b>A1. SUBGRADE</b>             |                                    |           |         |         |                           |                    |
| Densities Subgrade Sidewalks    |                                    |           |         |         |                           |                    |
| SF - 1 per 5000 SF of each lift |                                    |           |         |         |                           |                    |
| S600                            | IN-PLACE DENSITIES (Min 3)         | 1         | 1       | 1 ea    | \$44.00                   | \$44.00            |
| Densities Subgrade Street       |                                    |           |         |         |                           |                    |
| SY - 1 every 310 SY             |                                    |           |         |         |                           |                    |
| SY 4270                         |                                    |           |         |         |                           |                    |
| S486                            | VEHICLE                            | 1         | 3       | 3 trip  | \$45.00                   | \$135.00           |
| S600                            | IN-PLACE DENSITIES (Min 3)         | 1         | 14      | 14 ea   | \$44.00                   | \$616.00           |
| Subgrade                        |                                    |           |         |         |                           |                    |
| ST - 1 per street               |                                    |           |         |         |                           |                    |
| S190                            | MATERIALS SAMPLING CHARGE          | 1         | 1       | 1 ea    | \$57.00                   | \$57.00            |
| S486                            | VEHICLE                            | 1         | 1       | 1 trip  | \$45.00                   | \$45.00            |
| S510                            | PROCTOR - STANDARD ASTM D698       | 1         | 1       | 1 ea    | \$215.00                  | \$215.00           |
| <b>A2. SELECT FILL</b>          |                                    |           |         |         |                           |                    |
| Select Fill                     |                                    |           |         |         |                           |                    |
| 95% ASTM D698 at or above OMC   |                                    |           |         |         |                           |                    |
| EA - 1 each material type       |                                    |           |         |         |                           |                    |
| CY                              |                                    |           |         |         |                           |                    |
| S190                            | MATERIALS SAMPLING CHARGE          | 1         | 1       | 1 ea    | \$57.00                   | \$57.00            |
| S310                            | ATTERBERG LIMITS/PLASTICITY INDEX  | 1         | 1       | 1 ea    | \$60.00                   | \$60.00            |
| S510                            | PROCTOR - STANDARD ASTM D698       | 1         | 1       | 1 ea    | \$215.00                  | \$215.00           |
| S599                            | FINER THAN #200 MESH (Decantation) | 1         | 1       | 1 ea    | \$64.00                   | \$64.00            |
| <b>A5. BACKFILL</b>             |                                    |           |         |         |                           |                    |
| Densities Trench Backfill       |                                    |           |         |         |                           |                    |
| LF - 1 per 200 LF               |                                    |           |         |         |                           |                    |
| S486                            | VEHICLE                            | 1         | 25      | 25 trip | \$45.00                   | \$1,125.00         |
| S600                            | IN-PLACE DENSITIES (Min 3)         | 1         | 171     | 171 ea  | \$44.00                   | \$7,524.00         |
| Trench Backfill                 |                                    |           |         |         |                           |                    |
| EA - 1 each material type       |                                    |           |         |         |                           |                    |
| S190                            | MATERIALS SAMPLING CHARGE          | 1         | 1       | 1 ea    | \$57.00                   | \$57.00            |
| S486                            | VEHICLE                            | 1         | 1       | 1 trip  | \$45.00                   | \$45.00            |
| S510                            | PROCTOR - STANDARD ASTM D698       | 1         | 1       | 1 ea    | \$215.00                  | \$215.00           |
|                                 |                                    |           |         |         | <b>01. SOILS SUBTOTAL</b> | <b>\$10,474.00</b> |



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| 02. FLEX BASE                      |  | LIFTS/MIN | QTYFREQ | QTY    | RATE                          | AMOUNT            |
|------------------------------------|--|-----------|---------|--------|-------------------------------|-------------------|
| <b>A3. FLEX BASE</b>               |  |           |         |        |                               |                   |
| <b>CY - 1 per 3000 CY</b>          |  |           |         |        |                               |                   |
| S190                               | MATERIALS SAMPLING CHARGE                          | 1         | 1       | 1 ea   | \$57.00                       | \$57.00           |
| S486                               | VEHICLE  | 1         | 1       | 1 trip | \$45.00                       | \$45.00           |
| S502                               | ATTERBERG LIMITS/PLASTICITY INDEX (with Aggregate) | 1         | 1       | 1 ea   | \$94.00                       | \$94.00           |
| S504                               | GRADATION (Sieve Analysis)                         | 1         | 1       | 1 ea   | \$94.00                       | \$94.00           |
| S522                               | PROCTOR - MODIFIED ASTM D1557                      | 1         | 1       | 1 ea   | \$253.00                      | \$253.00          |
| S548                               | LA ABRASION  | 1         | 1       | 1 ea   | \$321.00                      | \$321.00          |
| <b>EA - 1 each material type</b>   |  |           |         |        |                               |                   |
| S546                               | WET BALL MILL                                      | 1         | 1       | 1 ea   | \$321.00                      | \$321.00          |
| S606                               | TRIAxIAL   | 1         | 1       | 1 ea   | \$743.00                      | \$743.00          |
| S610                               | CBR  | 1         | 1       | 1 ea   | \$490.00                      | \$490.00          |
| <b>Densities of Compacted Base</b> |  |           |         |        |                               |                   |
| <b>SY - 1 every 310 SY</b>         |  |           |         |        |                               |                   |
| <b>SY 4270</b>                     |  |           |         |        |                               |                   |
| S486                               | VEHICLE  | 1         | 3       | 3 trip | \$45.00                       | \$135.00          |
| S600                               | IN-PLACE DENSITIES (Min 3)                         | 1         | 14      | 14 ea  | \$44.00                       | \$616.00          |
|                                    |  |           |         |        | <b>02. FLEX BASE SUBTOTAL</b> | <b>\$3,169.00</b> |

| 03. HOT MIX ASPHALT CONCRETE (HMAC)   |                                | LIFTS/MIN | QTYFREQ | QTY    | RATE  | AMOUNT            |
|---|--------------------------------|-----------|---------|--------|---|-------------------|
| <b>B. ASPHALT</b>   |                                |           |         |        |   |                   |
| <b>Asphalt Full Series</b>  |                                |           |         |        |   |                   |
| <b>Extraction Sieve Analysis, Lab Density &amp; Stability, Theoretical Density,</b> |                                |           |         |        |   |                   |
| <b>T - 1 per 500 tons</b>   |                                |           |         |        |   |                   |
| S105  | ASPHALT FULL SERIES            | 1         | 2       | 2 ea   | \$635.00  | \$1,270.00        |
| S190  | MATERIALS SAMPLING CHARGE      | 1         | 2       | 2 ea   | \$57.00   | \$114.00          |
| S486  | VEHICLE                        | 1         | 2       | 2 trip | \$45.00   | \$90.00           |
| <b>Cored in Place Densities</b>   |                                |           |         |        |   |                   |
| <b>LF - 1 per 1000 LF of street</b>   |                                |           |         |        |   |                   |
| S202  | ASPHALT CORED IN-PLACE DENSITY | 1         | 2       | 2 ea   | \$99.00   | \$198.00          |
| S486  | VEHICLE                        | 1         | 2       | 2 trip | \$45.00   | \$90.00           |
|   |                                |           |         |        | <b>03. HOT MIX ASPHALT CONCRETE (HMAC) SUBTOTAL</b> | <b>\$1,762.00</b> |



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| 04. CONCRETE                      |                                      | LIFTS/MIN | QTYFREQ | QTY    | RATE                         | AMOUNT            |
|-----------------------------------|--------------------------------------|-----------|---------|--------|------------------------------|-------------------|
| <b>C1. CONCRETE</b>               |                                      |           |         |        |                              |                   |
| <b>Curb Post and Grate Inlets</b> |                                      |           |         |        |                              |                   |
| 1@7, 1@14, 3@28                   |                                      |           |         |        |                              |                   |
| EA - 1 set every 6 each           |                                      |           |         |        |                              |                   |
| S301                              | CONCRETE CYLINDERS (4" x 8") (Min 4) | 5         | 1       | 5 ea   | \$44.00                      | \$220.00          |
| S399                              | CONCRETE CYLINDERS PICK UP FEE       | 1         | 1       | 1 pour | \$43.00                      | \$43.00           |
| S486                              | VEHICLE                              | 1         | 2       | 2 trip | \$45.00                      | \$90.00           |
| <b>Manhole Base Footing</b>       |                                      |           |         |        |                              |                   |
| 1@7, 1@14, 3@28                   |                                      |           |         |        |                              |                   |
| EA - 1 set every 10 each          |                                      |           |         |        |                              |                   |
| S301                              | CONCRETE CYLINDERS (4" x 8") (Min 4) | 5         | 1       | 5 ea   | \$44.00                      | \$220.00          |
| S399                              | CONCRETE CYLINDERS PICK UP FEE       | 1         | 1       | 1 pour | \$43.00                      | \$43.00           |
| S486                              | VEHICLE                              | 1         | 2       | 2 trip | \$45.00                      | \$90.00           |
| <b>Manholes</b>                   |                                      |           |         |        |                              |                   |
| 1@7, 1@14, 3@28                   |                                      |           |         |        |                              |                   |
| EA - 1 set every 2 each           |                                      |           |         |        |                              |                   |
| S301                              | CONCRETE CYLINDERS (4" x 8") (Min 4) | 5         | 2       | 10 ea  | \$44.00                      | \$440.00          |
| S399                              | CONCRETE CYLINDERS PICK UP FEE       | 1         | 1       | 1 pour | \$43.00                      | \$43.00           |
| S486                              | VEHICLE                              | 1         | 3       | 3 trip | \$45.00                      | \$135.00          |
| <b>RIP RAP, Aprons and SETs</b>   |                                      |           |         |        |                              |                   |
| 1@7, 1@14, 3@28                   |                                      |           |         |        |                              |                   |
| SF - 1 set every 4000 SF          |                                      |           |         |        |                              |                   |
| S301                              | CONCRETE CYLINDERS (4" x 8") (Min 4) | 5         | 1       | 5 ea   | \$44.00                      | \$220.00          |
| S399                              | CONCRETE CYLINDERS PICK UP FEE       | 1         | 1       | 1 pour | \$43.00                      | \$43.00           |
| S486                              | VEHICLE                              | 1         | 2       | 2 trip | \$45.00                      | \$90.00           |
| <b>Sidewalk Curbs and Ramps</b>   |                                      |           |         |        |                              |                   |
| 1@7, 1@14, 3@28                   |                                      |           |         |        |                              |                   |
| SF - 1 set every 4000 SF          |                                      |           |         |        |                              |                   |
| S301                              | CONCRETE CYLINDERS (4" x 8") (Min 4) | 5         | 1       | 5 ea   | \$44.00                      | \$220.00          |
| S399                              | CONCRETE CYLINDERS PICK UP FEE       | 1         | 1       | 1 pour | \$43.00                      | \$43.00           |
| S486                              | VEHICLE                              | 1         | 2       | 2 trip | \$45.00                      | \$90.00           |
|                                   |                                      |           |         |        | <b>04. CONCRETE SUBTOTAL</b> | <b>\$2,030.00</b> |

| 05. RIGID PAVEMENT     |                  | LIFTS/MIN | QTYFREQ | QTY   | RATE                               | AMOUNT          |
|------------------------|------------------|-----------|---------|-------|------------------------------------|-----------------|
| <b>C1. CONCRETE</b>    |                  |           |         |       |                                    |                 |
| <b>Flexural Beams</b>  |                  |           |         |       |                                    |                 |
| 7 @ 28 day             |                  |           |         |       |                                    |                 |
| SY - 1 set per 2500 SY |                  |           |         |       |                                    |                 |
| SY 165                 |                  |           |         |       |                                    |                 |
| S302                   | BEAMS (Set of 4) | 1         | 1       | 1 set | \$232.00                           | \$232.00        |
| S404                   | AIR CONTENT      | 1         | 1       | 1 ea  | \$15.00                            | \$15.00         |
|                        |                  |           |         |       | <b>05. RIGID PAVEMENT SUBTOTAL</b> | <b>\$247.00</b> |



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**06. LABORATORY** **LIFTS/MIN QTYFREQ QTY RATE AMOUNT**

**G. PERSONNEL**

Admin Fee

LS - Lump Sum

|      |   |   |   |      |         |         |
|------|---|---|---|------|---------|---------|
| P119 | ADMINISTRATION FEE (1 time per project) | 1 | 1 | 1 ls | \$75.00 | \$75.00 |
|------|---|---|---|------|---------|---------|

**06. LABORATORY SUBTOTAL \$75.00**

**07A. HIGH SERVICE 3 (Select Fill)** **LIFTS/MIN QTYFREQ QTY RATE AMOUNT**

**A2. SELECT FILL**

Select Fill

95% ASTM D698 at or above OMC

SF - 1 per 3000 SF of each lift

SF 966

|      |                            |   |   |        |         |          |
|------|----------------------------|---|---|--------|---------|----------|
| S486 | VEHICLE                    | 1 | 3 | 3 trip | \$45.00 | \$135.00 |
| S600 | IN-PLACE DENSITIES (Min 3) | 1 | 9 | 9 ea   | \$44.00 | \$396.00 |

**07A. HIGH SERVICE 3 (Select Fill) SUBTOTAL \$531.00**

**07B. HIGH SERVICE 3 (PIERS)** **LIFTS/MIN QTYFREQ QTY RATE AMOUNT**

**C1. CONCRETE**

1@7,1@14,3@28

P - 1 set per days pour

CY 431

|      |                                      |   |    |         |         |            |
|------|--------------------------------------|---|----|---------|---------|------------|
| S301 | CONCRETE CYLINDERS (4" x 8") (Min 4) | 5 | 12 | 60 ea   | \$44.00 | \$2,640.00 |
| S399 | CONCRETE CYLINDERS PICK UP FEE       | 1 | 1  | 1 pour  | \$43.00 | \$43.00    |
| S486 | VEHICLE                              | 1 | 13 | 13 trip | \$45.00 | \$585.00   |

**E. OBSERVATIONS**

Pier drilling observation (12 Days)

HR - per hour

CY 431

|      |   |    |   |       |         |            |
|------|---|----|---|-------|---------|------------|
| S501 | OBSERVATIONS (Pier, Rebar, Structural Steel, etc) | 12 | 8 | 96 hr | \$86.00 | \$8,256.00 |
|------|---|----|---|-------|---------|------------|

**07B. HIGH SERVICE 3 (PIERS) SUBTOTAL \$11,524.00**



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| 07C. HIGH SERVICE 3 (FOUNDATION)        |   | LIFTS/MIN | QTYFREQ | QTY    | RATE            | AMOUNT            |
|---|---|-----------|---------|--------|-----------------|-------------------|
| <b>C1. CONCRETE</b>                     |   |           |         |        |                 |                   |
| 1@7,1@14,3@28                           |   |           |         |        |                 |                   |
| CY - 1 set every 50 CY                  |   |           |         |        |                 |                   |
| CY 850                                  |   |           |         |        |                 |                   |
| S301                                    | CONCRETE CYLINDERS (4" x 8") (Min 4)              | 5         | 17      | 85 ea  | \$44.00         | \$3,740.00        |
| S399                                    | CONCRETE CYLINDERS PICK UP FEE                    | 1         | 2       | 2 pour | \$43.00         | \$86.00           |
| S486                                    | VEHICLE   | 1         | 4       | 4 trip | \$45.00         | \$180.00          |
| <b>E. OBSERVATIONS</b>                  |   |           |         |        |                 |                   |
| Rebar Inspection                        |   |           |         |        |                 |                   |
| HR - per hour                           |   |           |         |        |                 |                   |
| CY 769                                  |   |           |         |        |                 |                   |
| S486                                    | VEHICLE   | 1         | 2       | 2 trip | \$45.00         | \$90.00           |
| S501                                    | OBSERVATIONS (Pier, Rebar, Structural Steel, etc) | 1         | 2       | 2 hr   | \$86.00         | \$172.00          |
| <b>07C. HIGH SERVICE 3 (FOUNDATION)</b> |   |           |         |        | <b>SUBTOTAL</b> | <b>\$4,268.00</b> |

| 07D. HIGH SERVICE 3 (COLUMNS)        |   | LIFTS/MIN | QTYFREQ | QTY    | RATE            | AMOUNT          |
|--------------------------------------|---|-----------|---------|--------|-----------------|-----------------|
| <b>C1. CONCRETE</b>                  |   |           |         |        |                 |                 |
| 1@7,1@14,3@28                        |   |           |         |        |                 |                 |
| CY - 1 set every 50 CY               |   |           |         |        |                 |                 |
| CY 76                                |   |           |         |        |                 |                 |
| S301                                 | CONCRETE CYLINDERS (4" x 8") (Min 4)              | 5         | 2       | 10 ea  | \$44.00         | \$440.00        |
| S399                                 | CONCRETE CYLINDERS PICK UP FEE                    | 1         | 1       | 1 pour | \$43.00         | \$43.00         |
| S486                                 | VEHICLE   | 1         | 2       | 2 trip | \$45.00         | \$90.00         |
| <b>E. OBSERVATIONS</b>               |   |           |         |        |                 |                 |
| Rebar Inspection                     |   |           |         |        |                 |                 |
| HR - per hour                        |   |           |         |        |                 |                 |
| CY 76                                |   |           |         |        |                 |                 |
| S486                                 | VEHICLE   | 1         | 1       | 1 trip | \$45.00         | \$45.00         |
| S501                                 | OBSERVATIONS (Pier, Rebar, Structural Steel, etc) | 1         | 2       | 2 hr   | \$86.00         | \$172.00        |
| <b>07D. HIGH SERVICE 3 (COLUMNS)</b> |   |           |         |        | <b>SUBTOTAL</b> | <b>\$790.00</b> |





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07E. HIGH SERVICE 3 (ROOF) LIFTS/MIN QTYFREQ QTY RATE AMOUNT

C1. CONCRETE

1@7,1@14,3@28

CY - 1 set every 50 CY  
 CY 111

|      |                                      |   |   |        |         |          |
|------|--------------------------------------|---|---|--------|---------|----------|
| S301 | CONCRETE CYLINDERS (4" x 8") (Min 4) | 5 | 3 | 15 ea  | \$44.00 | \$660.00 |
| S399 | CONCRETE CYLINDERS PICK UP FEE       | 1 | 1 | 1 pour | \$43.00 | \$43.00  |
| S486 | VEHICLE                              | 1 | 2 | 2 trip | \$45.00 | \$90.00  |

E. OBSERVATIONS

Certified Welding Inspection

HR - per hour

|      |   |   |   |        |          |            |
|------|---|---|---|--------|----------|------------|
| O116 | CERTIFIED WELDING OBSERVATION (Min 4 hours) | 4 | 4 | 16 hr  | \$160.00 | \$2,560.00 |
| S486 | VEHICLE                                     | 1 | 4 | 4 trip | \$45.00  | \$180.00   |

07E. HIGH SERVICE 3 (ROOF) **SUBTOTAL \$3,533.00**

07F. HIGH SERVICE 3 (ROOF BEAM) LIFTS/MIN QTYFREQ QTY RATE AMOUNT

C1. CONCRETE

1@7,3@28

CY - 1 set every 50 CY  
 CY 158

|      |                                      |   |   |        |         |          |
|------|--------------------------------------|---|---|--------|---------|----------|
| S301 | CONCRETE CYLINDERS (4" x 8") (Min 4) | 4 | 3 | 12 ea  | \$44.00 | \$528.00 |
| S399 | CONCRETE CYLINDERS PICK UP FEE       | 1 | 1 | 1 pour | \$43.00 | \$43.00  |
| S486 | VEHICLE                              | 1 | 2 | 2 trip | \$45.00 | \$90.00  |

07F. HIGH SERVICE 3 (ROOF BEAM) **SUBTOTAL \$661.00**

07G. HIGH SERVICE 3 (Grout & Mortar) LIFTS/MIN QTYFREQ QTY RATE AMOUNT

C2. GROUT & MORTAR

Grout and Mortar

D - 1 set per day

|      |                              |   |   |        |         |            |
|------|------------------------------|---|---|--------|---------|------------|
| M402 | MORTAR CUBES (Min 3 per set) | 3 | 6 | 18 ea  | \$44.00 | \$792.00   |
| M403 | GROUT PRISMS (Min 4 per set) | 4 | 6 | 24 ea  | \$44.00 | \$1,056.00 |
| S486 | VEHICLE                      | 1 | 6 | 6 trip | \$45.00 | \$270.00   |

07G. HIGH SERVICE 3 (Grout & Mortar) **SUBTOTAL \$2,118.00**



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| <b>08A. PIPE SUPPORTS (Blocks)</b> |                                      | <b>LIFTS/MIN</b> | <b>QTYFREQ</b> | <b>QTY</b> | <b>RATE</b>     | <b>AMOUNT</b>   |
|------------------------------------|--------------------------------------|------------------|----------------|------------|-----------------|-----------------|
| <b>C1. CONCRETE</b>                |                                      |                  |                |            |                 |                 |
| 1@7,1@14,d3@28                     |                                      |                  |                |            |                 |                 |
| P - 1 set per days pour            |                                      |                  |                |            |                 |                 |
| CY 28                              |                                      |                  |                |            |                 |                 |
| S301                               | CONCRETE CYLINDERS (4" x 8") (Min 4) | 5                | 2              | 10 ea      | \$44.00         | \$440.00        |
| S399                               | CONCRETE CYLINDERS PICK UP FEE       | 1                | 2              | 2 pour     | \$43.00         | \$86.00         |
| S486                               | VEHICLE                              | 1                | 3              | 3 trip     | \$45.00         | \$135.00        |
| <b>08A. PIPE SUPPORTS (Blocks)</b> |                                      |                  |                |            | <b>SUBTOTAL</b> | <b>\$661.00</b> |

| <b>08B. PIPE SUPPORTS (Piers)</b> |   | <b>LIFTS/MIN</b> | <b>QTYFREQ</b> | <b>QTY</b> | <b>RATE</b>     | <b>AMOUNT</b>     |
|-----------------------------------|---|------------------|----------------|------------|-----------------|-------------------|
| <b>C1. CONCRETE</b>               |   |                  |                |            |                 |                   |
| 1@7,1@14,d3@28                    |   |                  |                |            |                 |                   |
| P - 1 set per days pour           |   |                  |                |            |                 |                   |
| CY 44                             |   |                  |                |            |                 |                   |
| S301                              | CONCRETE CYLINDERS (4" x 8") (Min 4)              | 5                | 5              | 25 ea      | \$44.00         | \$1,100.00        |
| S399                              | CONCRETE CYLINDERS PICK UP FEE                    | 1                | 1              | 1 pour     | \$43.00         | \$43.00           |
| S486                              | VEHICLE   | 1                | 6              | 6 trip     | \$45.00         | \$270.00          |
| <b>E. OBSERVATIONS</b>            |   |                  |                |            |                 |                   |
| Drilled Pier Observation          |   |                  |                |            |                 |                   |
| HR - per hour                     |   |                  |                |            |                 |                   |
| CY 44                             |   |                  |                |            |                 |                   |
| S501                              | OBSERVATIONS (Pier, Rebar, Structural Steel, etc) | 5                | 8              | 40 hr      | \$86.00         | \$3,440.00        |
| <b>08B. PIPE SUPPORTS (Piers)</b> |   |                  |                |            | <b>SUBTOTAL</b> | <b>\$4,853.00</b> |

| <b>08C. PIPE SUPPORTS (Steel)</b> |   | <b>LIFTS/MIN</b> | <b>QTYFREQ</b> | <b>QTY</b> | <b>RATE</b>     | <b>AMOUNT</b>     |
|-----------------------------------|---|------------------|----------------|------------|-----------------|-------------------|
| <b>E. OBSERVATIONS</b>            |   |                  |                |            |                 |                   |
| Certified Welding Observation     |   |                  |                |            |                 |                   |
| HR - per hour                     |   |                  |                |            |                 |                   |
| O116                              | CERTIFIED WELDING OBSERVATION (Min 4 hours) | 4                | 4              | 16 hr      | \$160.00        | \$2,560.00        |
| S486                              | VEHICLE                                     | 1                | 4              | 4 trip     | \$45.00         | \$180.00          |
| <b>08C. PIPE SUPPORTS (Steel)</b> |   |                  |                |            | <b>SUBTOTAL</b> | <b>\$2,740.00</b> |



**P070816A**  
**E11066 O.N. Stevens Water Treatment Plant High Service Pump Bldg 3**

**City of Corpus Christi**  
**Corpus Christi, TX**  
**Jeffrey Edmonds, P.E.**

| 09A. GENERATOR BUILDING (Piers) |   | LIFTS/MIN | QTYFREQ | QTY    | RATE  | AMOUNT            |
|---------------------------------|---|-----------|---------|--------|---|-------------------|
| <b>C1. CONCRETE</b>             |   |           |         |        |   |                   |
| 1@7,1@14,3@28                   |   |           |         |        |   |                   |
| P - 1 set per days pour         |   |           |         |        |   |                   |
| CY 41                           |   |           |         |        |   |                   |
| S301                            | CONCRETE CYLINDERS (4" x 8") (Min 4)              | 5         | 3       | 15 ea  | \$44.00   | \$660.00          |
| S399                            | CONCRETE CYLINDERS PICK UP FEE                    | 1         | 1       | 1 pour | \$43.00   | \$43.00           |
| S486                            | VEHICLE   | 1         | 4       | 4 trip | \$45.00   | \$180.00          |
| <b>E. OBSERVATIONS</b>          |   |           |         |        |   |                   |
| Drilled Pier Observation        |   |           |         |        |   |                   |
| HR - per hour                   |   |           |         |        |   |                   |
| CY 41                           |   |           |         |        |   |                   |
| S501                            | OBSERVATIONS (Pier, Rebar, Structural Steel, etc) | 3         | 8       | 24 hr  | \$86.00   | \$2,064.00        |
|                                 |   |           |         |        | <b>09A. GENERATOR BUILDING (Piers) SUBTOTAL</b> | <b>\$2,947.00</b> |

| 09B. GENERATOR BUILDING (Foundation) |   | LIFTS/MIN | QTYFREQ | QTY    | RATE   | AMOUNT          |
|--------------------------------------|---|-----------|---------|--------|--|-----------------|
| <b>C1. CONCRETE</b>                  |   |           |         |        |  |                 |
| 1@7,1@14,3@28                        |   |           |         |        |  |                 |
| CY - 1 set every 50 CY               |   |           |         |        |  |                 |
| CY 85                                |   |           |         |        |  |                 |
| S301                                 | CONCRETE CYLINDERS (4" x 8") (Min 4)              | 5         | 2       | 10 ea  | \$44.00  | \$440.00        |
| S399                                 | CONCRETE CYLINDERS PICK UP FEE                    | 1         | 1       | 1 pour | \$43.00  | \$43.00         |
| S486                                 | VEHICLE   | 1         | 2       | 2 trip | \$45.00  | \$90.00         |
| <b>E. OBSERVATIONS</b>               |   |           |         |        |  |                 |
| Rebar Inspection                     |   |           |         |        |  |                 |
| HR - per hour                        |   |           |         |        |  |                 |
| CY 85                                |   |           |         |        |  |                 |
| S501                                 | OBSERVATIONS (Pier, Rebar, Structural Steel, etc) | 1         | 1       | 1 hr   | \$86.00  | \$86.00         |
|                                      |   |           |         |        | <b>09B. GENERATOR BUILDING (Foundation) SUBTOTAL</b> | <b>\$659.00</b> |



**P070816A**  
**E11066 O.N. Stevens Water Treatment Plant High Service Pump Bldg 3**

**City of Corpus Christi**  
**Corpus Christi, TX**  
**Jeffrey Edmonds, P.E.**

| 10. DIESEL STORAGE     |                                      | LIFTS/MIN | QTYFREQ | QTY    | RATE                               | AMOUNT          |
|------------------------|--------------------------------------|-----------|---------|--------|------------------------------------|-----------------|
| <b>C1. CONCRETE</b>    |                                      |           |         |        |                                    |                 |
| 1@7,1@15,3@28          |                                      |           |         |        |                                    |                 |
| CY - 1 set every 50 CY |                                      |           |         |        |                                    |                 |
| CY 4                   |                                      |           |         |        |                                    |                 |
| S301                   | CONCRETE CYLINDERS (4" x 8") (Min 4) | 5         | 1       | 5 ea   | \$44.00                            | \$220.00        |
| S399                   | CONCRETE CYLINDERS PICK UP FEE       | 1         | 1       | 1 pour | \$43.00                            | \$43.00         |
| S486                   | VEHICLE                              | 1         | 2       | 2 trip | \$45.00                            | \$90.00         |
|                        |                                      |           |         |        | <b>10. DIESEL STORAGE SUBTOTAL</b> | <b>\$353.00</b> |

| 11. STORAGE ACCESS PLATFORMS  |   | LIFTS/MIN | QTYFREQ | QTY    | RATE   | AMOUNT            |
|-------------------------------|---|-----------|---------|--------|--|-------------------|
| <b>E. OBSERVATIONS</b>        |   |           |         |        |  |                   |
| Certified Welding Observation |   |           |         |        |  |                   |
| HR - per hour                 |   |           |         |        |  |                   |
| O116                          | CERTIFIED WELDING OBSERVATION (Min 4 hours) | 4         | 2       | 8 hr   | \$160.00                                     | \$1,280.00        |
| S486                          | VEHICLE                                     | 1         | 2       | 2 trip | \$45.00                                      | \$90.00           |
|                               |   |           |         |        | <b>11. STORAGE ACCESS PLATFORMS SUBTOTAL</b> | <b>\$1,370.00</b> |

**GRAND TOTAL \$54,765.00**

FIREPROOFING, FLOOR FLATNESS/LEVELNESS, INSULATION/STRIPPING, NAIL PATTERN/NAIL OFF and other special inspections such PAD/FOUNDATION CERTIFICATION are not included in this proposal. Please contact us for a quote for these items if needed.

## EXHIBIT "B"

### TERMS AND CONDITIONS TO TESTING AGREEMENT

#### ARTICLE 1. SERVICES: Lab will:

- 1.1 Provide only those services requested by City Engineer that, in the opinion of Lab, lie within the technical or professional areas of expertise of Lab and which Lab is adequately staffed and equipped to perform.
- 1.2 Perform technical services under the supervision of a licensed professional engineer and in compliance with the basic requirements of the appropriate standards of the American Society for Testing and Materials, where applicable, and other standards designated in writing by the City Engineer.
- 1.3 Promptly submit formal reports (printed and electronic copies) of tests, inspections and services performed indicating, where applicable, compliance with the Project specifications or other contract documents. Such reports must be complete and factual, citing the tests performed, methods employed, values obtained and parts of the structure of the Project area subjected to any testing.
- 1.4 Utilize testing equipment which has been calibrated according to applicable standards and, upon request, submit to the City Engineer or designee documentation of such calibration.  
  
Secure representative samples of those materials that the City's contractor proposes to use which require testing, together with relevant data concerning such materials including the point of origin and supplier.
- 1.5 Consider reports to be confidential and distribute reports only to those persons, organizations or agencies specifically designated in writing by the City Engineer.
- 1.6 Retain records relating to services performed for City for a period of two years following submission of any reports, during which period the records will be made available to the City at all reasonable times.
- 1.7 Pay salaries, wages, expenses, social security taxes, federal and state unemployment taxes and any other similar payroll taxes relating to the services.

#### ARTICLE 2. CITY RESPONSIBILITIES: City Engineer or designee will:

- 2.1 Provide Lab with all plans, specifications, addenda, change orders, approved shop drawings and other information for the proper performance of services by Lab.
- 2.2 Issue authorization in writing giving Lab free access to the Project site and to all shops or yards where materials are prepared or stored.
- 2.3 Designate in writing those persons or firms which will act as the City's representative with respect to Lab's services to be performed under this Agreement and which must be promptly notified by Lab when it appears that materials tested or inspected are in non-compliance. Only the City Engineer or designee has authority to transmit instructions, receive information and data and/or interpret and define the City's policies and decisions with respect to the Project. Lab acknowledges that certain City representatives may have different types of authority concerning the Project.
- 2.4 Advise Lab sufficiently in advance of any operations so as to allow for assignment of personnel by Lab for completion of the required services. Such advance notice will be in accordance with that established by mutual agreement of the parties.
- 2.5 Direct the Project contractor, either by the Construction Contract or direct written order, to:
  - (a) Stop work at the appropriate times for Lab to perform contracted services;
  - (b) Furnish such labor and all facilities needed by Lab to obtain and handle samples at the Project and to facilitate the specified inspection and tests;

- (c) Provide and maintain for use of Lab adequate space at the Project for safe storage and proper curing of test specimens that must remain on the Project site prior to, during and up to 60 days after testing.

### **ARTICLE 3. GENERAL CONDITIONS**

- 3.1 Lab, by the performance of services covered hereunder, does not in any way assume, abridge or abrogate any of those duties, responsibilities or authorities with regard to the Project that, by custom or contract, are vested in the Project architects, design engineers or any other design agencies or authorities.
- 3.2 Lab is not authorized to supervise, alter, relax, enlarge or release any requirement of the Project specifications or other contract documents nor to approve or accept any portion of the work. Lab does not have the right of rejection or the right to stop the work. City Engineer will direct the Project contractor to stop work at appropriate times for Lab to conduct the sampling, testing or inspection of operations covered by the Agreement.

### **ARTICLE 4. FIELD MONITORING AND TESTING**

- 4.1 City and Lab agree that Lab will be on-site to perform inspections for contracted services. The City and Lab also agree that Lab will not assume responsibility for Project contractor's means, methods, techniques, sequences or procedures of construction, and it is understood that the final services provided by Lab will not relieve the Project contractor of its responsibilities for performing the work in accordance with the Project plans and specifications. For the purposes of this Agreement, the word "inspection" is used to mean periodic observation of the work and the conducting of tests by Lab as specified in the Agreement. Continuous monitoring by Lab or its subcontractors does not mean that Lab is approving placement of materials. Inspection is not and should not be construed to be a warranty by Lab to the City or any other party.
- 4.2 Samples collected or tested by Lab remain the property of the City while in the custody of the Lab. Lab will retain the samples for a period of 60 days following the date of submission of any report related to the sample. Following the retention period, Lab will dispose of non-hazardous samples, and return hazardous, acutely toxic or radioactive samples and samples' containers and residues to City. City agrees to accept such samples and samples' containers.

### **ARTICLE 5. STANDARD OF CARE AND WARRANTY**

Services performed by Lab will be conducted in a manner consistent with that level of care and skill ordinarily exercised by reputable members of the profession currently practicing under similar conditions in the same locality. No other warranty either expressed or implied is made or intended by the Agreement or any reports. Lab will not be responsible for the interpretation or use by others of data developed by Lab.

### **ARTICLE 6. INDEMNIFICATION**

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

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

breach of contract by Indemnatee, the Lab shall reimburse the City's reasonable attorney's fees in proportion to the Lab's liability.

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

**ARTICLE 7. INVOICES AND PAYMENT**

- 7.1 Lab will submit progress invoices to City Engineer monthly and final invoice upon completion of services. Each invoice is due and payable by City within 30 days of receipt and approval to pay by the City Engineer.
- 7.2 All funding obligations of the City under this Agreement are subject to the appropriation of funds in its annual budget.

**ARTICLE 8. INSURANCE REQUIREMENTS**

- 8.1 Lab must not commence work under this agreement until all required insurance has been obtained and such insurance has been approved by the City. Lab must not allow any subcontractor to commence work until all similar insurance required of any subcontractor has been obtained.
- 8.2 Lab must furnish to the Director of Engineering Services with the signed agreement (or amendment) a copy of the Certificate(s) of Insurance (COI) with applicable policy endorsements showing the following minimum coverage by an insurance company(s) acceptable to the City's Risk Manager. **The City must be listed as an additional insured on the General Liability and Auto Liability policies, and a waiver of subrogation is required on all applicable policies. Endorsements must be provided with COI. Project name and or number must be listed in Description Box of COI.**

| TYPE OF INSURANCE  | MINIMUM INSURANCE COVERAGE  |
|--|---|
| <b>30-written day notice of cancellation, required on all certificates or by applicable policy endorsements</b>  | <b>Bodily Injury and Property Damage</b><br>Per occurrence - aggregate  |
| Commercial General Liability including:<br>1. Commercial Broad Form<br>2. Premises – Operations<br>3. Products/ Completed Operations<br>4. Contractual Liability<br>5. Independent Contractors<br>6. Personal Injury- Advertising Injury | \$1,000,000 Per Occurrence<br>\$2,000,000 Aggregate   |
| AUTO LIABILITY (including)<br>1. Owned<br>2. Hired and Non-Owned<br>3. Rented/Leased   | \$500,000 Combined Single Limit   |
| PROFESSIONAL LIABILITY<br>(Errors and Omissions)   | \$1,000,000 Per Claim<br>(Defense costs must be outside policy limits)<br>If claims made policy, retro date must be prior to inception of agreement, have extended reporting period provisions and identify any limitations regarding who is insured. |

- 8.3 In the event of accidents of any kind related to this agreement, Lab must furnish the City with copies of all reports of any accidents within 10 days of the accident.
- 8.4 Lab shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Lab's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- VII. **Lab is required to provide City with renewal Certificates.**
- 8.6 Lab shall be 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. Lab 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

- 8.7 **Lab agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:**
- (a) List the City and its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement, as respects operations, completed operation and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the professional liability/Errors & Omissions policy;
  - (b) Provide for an endorsement that the "other insurance" clause shall not apply to the City of Corpus Christi where the City is an additional insured shown on the policy; and
  - (c) Provide thirty (30) calendar days advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.
- 8.8 Within five (5) calendar days of a suspension, cancellation, or non-renewal of coverage, Lab shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Lab'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.
- 8.9 In addition to any other remedies the City may have upon Lab'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 Lab to remove the exhibit hereunder, and/or withhold any payment(s) if any, which become due to Lab hereunder until Lab demonstrates compliance with the requirements hereof.
- 8.10 Nothing herein contained shall be construed as limiting in any way the extent to which Lab may be held responsible for payments of damages to persons or property resulting from Lab's or its subcontractor's performance of the work covered under this agreement.
- 8.11 It is agreed that Lab'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.
- 8.12 It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this agreement.

## **ARTICLE 9. TERMINATION OF AGREEMENT**

The City may, at any time, with or without cause, terminate this Agreement upon seven days written notice to Lab at the address of record. Lab will be compensated for services performed up to termination.



## **ARTICLE 10. CONTROLLING LAW**

This Agreement is governed by the laws of the State of Texas without regard to its conflicts of laws. Venue for legal proceedings lie exclusively in Nueces County, Texas.

## **ARTICLE 11. DISCLOSURE OF INTERESTS**

- 11.1 Lab agrees to comply with City of Corpus Christi Ordinance No. 17112 and complete the Disclosure of Interests form as part of this Agreement, if required.
- 11.2 Lab agrees to comply with section 2252.908 of the Texas Government Code and complete Form 1295 Certificate of Interested Parties as part of this Agreement, if required. For more information, please review the information on the Texas Ethics Commission website at <https://www.ethics.state.tx.us>.
- 11.3 Lab agrees to comply with Chapter 176 of the Texas Local Government Code and file Form CIQ with the City of Corpus Christi City Secretary's Office, if required. For more information and to determine if you need to file a Form CIQ, please review the information on the City Secretary's website at <http://www.cctexas.com/government/city-secretary/conflict-disclosure/index>.

## **ARTICLE 12. CLAIMS**

- 12.1 Claims arising from this Agreement shall be made in writing, sworn to and signed by an authorized representative. The responsibility to substantiate a claim rests with the party making the claim.
- 12.2 All negotiations pursuant to this Article are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

## **ARTICLE 13. EXTENT OF AGREEMENT**

- 13.1 This Agreement, including Exhibit "A" and these Terms and Conditions, represents the entire Agreement between City and Lab and supersedes all prior negotiation, representations or agreements, written or oral. This Agreement may be amended only by a written instrument signed by duly authorized representatives of City and Lab. If any conflict occurs between these Terms and Conditions and any other part of this Agreement, these Terms and Conditions are controlling.
- 13.2 In the event that any one or more of the provisions contained in this Agreement are for any reason held invalid, illegal or unenforceable in any respect, the remaining terms will be in full effect and this Agreement will be construed as if the invalid or unenforceable matters were never included in this Agreement. No waiver of any default will be a waiver of any future default.
- 13.3 Neither party will assign this Agreement without the express written approval of the other, but Lab may subcontract laboratory procedures as Lab deems necessary to meet the obligations of this Agreement.

## **ARTICLE 14. SAFETY**

City and Lab agree that, in accordance with the generally accepted construction practice, the Project's general contractor will be solely and completely responsible for working conditions on the Project, including safety of all persons and property during the performance of the work and for compliance with all municipal, state and federal laws, rules and regulations, including OSHA. The duty of Lab in providing services is not, therefore, to include any review of, or responsibility for, the adequacy of the Project's general contractor's safety measures in, on or near the Project site.

## EXHIBIT "C"

### Monthly Invoices

**COMPLETE PROJECT NAME**  
 Project No. XXXX  
 Invoice No. 12345  
 Invoice Date:

Sample form for:  
 Payment Request  
 Revised 07/27/00

|                              | Contract | Amd No. 1 | Amd No. 2 | Total Contract | Amount Invoiced | Previous Invoice | Total Invoice | Percent Complete |
|------------------------------|----------|-----------|-----------|----------------|-----------------|------------------|---------------|------------------|
| <b>Basic Services:</b>       |          |           |           |                |                 |                  |               |                  |
| Preliminary Phase            | \$1,000  | \$0       | \$0       | \$1,000        | \$0             | \$1,000          | \$1,000       | 100%             |
| Design Phase                 | 2,000    | 1,000     | 0         | 3,000          | 1,000           | 500              | 1,500         | 50%              |
| Bid Phase                    | 500      | 0         | 250       | 750            | 0               | 0                | 0             | 0%               |
| Construction Phase           | 2,500    | 0         | 1,000     | 3,500          | 0               | 0                | 0             | 0%               |
| Subtotal Basic Services      | \$6,000  | \$1,000   | \$1,250   | \$8,250        | \$750           | \$1,500          | \$2,500       | 30%              |
| <b>Additional Services:</b>  |          |           |           |                |                 |                  |               |                  |
| Permitting                   | \$2,000  | \$0       | \$0       | \$2,000        | \$500           | \$0              | \$500         | 25%              |
| Warranty Phase               | 0        | 1,120     | 0         | 1,120          | 0               | 0                | 0             | 0%               |
| Inspection                   | 0        | 0         | 1,627     | 1,627          | 0               | 0                | 0             | 0%               |
| Platting Survey              | TBD      | TBD       | TBD       | TBD            | TBD             | TBD              | TBD           | 0%               |
| O & M Manuals                | TBD      | TBD       | TBD       | TBD            | TBD             | TBD              | TBD           | 0%               |
| SCADA                        | TBD      | TBD       | TBD       | TBD            | TBD             | TBD              | TBD           | 0%               |
| Subtotal Additional Services | \$2,000  | \$1,120   | \$1,627   | \$4,747        | \$500           | \$0              | \$500         | 11%              |
| <b>Summary of Fees</b>       |          |           |           |                |                 |                  |               |                  |
| Basic Services Fees          | \$6,000  | \$1,000   | \$1,250   | \$8,250        | \$750           | \$1,500          | \$2,500       | 30%              |
| Additional Services Fees     | 2,000    | 1,120     | 1,627     | 4,747          | 500             | 0                | 500           | 11%              |
| <b>Total of Fees</b>         | \$8,000  | \$2,120   | \$2,877   | \$12,997       | \$1,250         | \$1,500          | \$3,000       | 23%              |



City of  
Corpus  
Christi

## CITY OF CORPUS CHRISTI DISCLOSURE OF INTEREST

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

**COMPANY NAME:** Rock Engineering & Testing Laboratory, Inc.

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

**STREET ADDRESS:** 6817 Leopard Street **CITY:** Corpus Christi **ZIP:** 78409

**FIRM IS:** 1. Corporation  2. Partnership  3. Sole Owner   
4. Association  5. Other

### DISCLOSURE QUESTIONS

If additional space is necessary, please use the reverse side of this page or attach separate sheet.

1. State the names of each "employee" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

| Name  | Department (if known) | Job Title | and City |
|-------|-----------------------|-----------|----------|
| _____ | _____                 | _____     | _____    |
| _____ | _____                 | _____     | _____    |
| _____ | _____                 | _____     | _____    |

2. State the names of each "official" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

| Name  | Title |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

3. State the names of each "board member" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

| Name  | Committee | Board, Commission or |
|-------|-----------|----------------------|
| _____ | _____     | _____                |
| _____ | _____     | _____                |
| _____ | _____     | _____                |

4. State the names of each employee or officer of a "consultant" for the City of Corpus Christi who worked on any matter related to the subject of this contract and has an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

| Name  | Consultant |
|-------|------------|
| _____ | _____      |
| _____ | _____      |
| _____ | _____      |

### FILING REQUIREMENTS

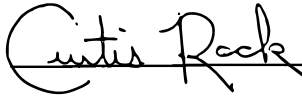
If a person who requests official action on a matter knows that the requested action will confer an economic benefit on any City official or employee that is distinguishable from the effect that the action will have on members of the public in general or a substantial segment thereof, you shall disclose 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: Curtis Rock Title: Chief Administrative Officer  
(Type or Print)

Signature of Certifying Person:



Date: 05-25-16

### DEFINITIONS

- a. "Board member." A member of any board, commission, or committee appointed by the City Council of the City of Corpus Christi, Texas.
- b. "Economic benefit". An action that is likely to affect an economic interest if it is likely to have an effect on that interest that is distinguishable from its effect on members of the public in general or a substantial segment thereof.
- c. "Employee." Any person employed by the City of Corpus Christi, Texas either on a full or part-time basis, but not as an independent contractor.
- d. "Firm." Any entity operated for economic gain, whether professional, industrial or commercial, and whether established to produce or deal with a product or service, including but not limited to, entities operated in the form of sole proprietorship, as self-employed person, partnership, corporation, joint stock company, joint venture, receivership or trust, and entities which for purposes of taxation are treated as non-profit organizations.
- e. "Official." The Mayor, members of the City Council, City Manager, Deputy City Manager, Assistant City Managers, Department and Division Heads, and Municipal Court Judges of the City of Corpus Christi, Texas.
- f. "Ownership Interest." Legal or equitable interest, whether actually or constructively held, in a firm, including when such interest is held through an agent, trust, estate, or holding entity. "Constructively held" refers to holdings or control established through voting trusts, proxies, or special terms of venture or partnership agreements."
- g. "Consultant." Any person or firm, such as engineers and architects, hired by the City of Corpus Christi for the purpose of professional consultation and recommendation.