

ENGINEERING SERVICES CONTRACT

STATE OF TEXAS

COUNTY OF NUECES

THIS CONTRACT FOR ENGINEERING SERVICES is made by and between the County of Nueces, hereinafter called "County" and Hanson Professional Services, Inc. hereinafter called "Engineer" for the purpose of contracting for engineering services.

WITNESSETH

WHEREAS, Government Code, Chapter 2254, Subchapter A, "Professional Services Procurement Act" provides for the procurement of professional services of engineers; and

WHEREAS, the County desires to contract for engineering services described as follows:

Horace Caldwell Pier Observation Deck

NOW, THEREFORE, the County and the Engineer, in consideration of the mutual covenants and agreements herein contained, do hereby mutually agree as follows:

AGREEMENT

ARTICLE 1
SCOPE OF SERVICES TO BE PROVIDED BY COUNTY

The County will furnish items and perform those services for fulfillment of the contract as identified in Attachment A – Services to Be Provided by the County, attached hereto and made a part thereof this contract.

ARTICLE 2
SCOPE OF SERVICES TO BE PROVIDED BY ENGINEER

The Engineer shall perform those engineering services for the fulfillment of the contract as identified in Attachment B – Services to Be Provided by the Engineer, attached hereto and made a part thereof this contract.

The Engineer shall prepare a schedule of work, identified as Attachment C – Work Schedule, attached hereto and made a part thereof this contract. The work schedule shall contain a complete schedule by task such that the Engineer’s Scope of Services under this contract can be accomplished within the specified time and contract cost. Attachment C – Work Schedule shall identify the task, the total maximum dollar amount payable for each task, and time allotted to complete the job by date or working days. Attachment D – Fee Schedule shall identify the hourly rates for each job title, total number of hours for each job title, and the maximum dollar amount payable for each job title.

Unless specifically excluded in Attachment B – Services to Be Provided by the Engineer, it shall be the Engineer’s responsibility to prepare, submit, or arrange for any and all permits, approvals, or inspections required for the work. The permits, approvals or inspections shall include, but not be limited to, the following:

1. Building permits
2. Floodplain development permits
3. Dune protection permits
4. Access driveway permits
5. Utility permits
6. Americans with disabilities submissions and approvals
7. Asbestos inspections

ARTICLE 3
STANDARD OF CARE

The Engineer shall perform the services contemplated hereunder:

1. With the professional skill and care ordinarily provided by competent engineers practicing in the same or similar locality and under the same or similar circumstances and professional license; and
2. As expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

**ARTICLE 4
CONTRACT PERIOD**

After execution of this contract, the Engineer shall not proceed with the work until authorized in writing by the County to proceed, as provided in Article 6 – Work Authorizations. This contract shall terminate at the close of business on **September 30, 2020**, unless extended by supplement agreement duly executed by the Engineer and the County prior to the date of termination, as provided in Article 11 – Supplemental Agreements, or otherwise terminated, as provided in Article 20 – Termination. Any work performed or cost incurred after the date of termination shall be ineligible for reimbursement.

**ARTICLE 5
COMPENSATION AND METHOD OF PAYMENT**

The maximum amount payable under this contract is **\$49,761.00**, unless modified as provided in Article 11 – Supplemental Agreements.

All payments will be made in accordance with the hourly rates for each job title established in Attachment D – Fee Schedule.

The Engineer shall prepare and submit to the County, no more frequently than once per month, an invoice and a progress report stating the percent completion of the work accomplished during the billing period. The invoice and progress report shall contain sufficient detail such that the billing can be reviewed for compliance with both the work schedule and fee schedule.

The County reserves the right to withhold payment pending verification of satisfactory work.

The County assumes no liability for work performed or costs incurred prior to the date authorized by the County to begin work, during periods when work is suspended, or subsequent to the contract completion date.

**ARTICLE 6
WORK AUTHORIZATIONS**

The County will issue work authorizations, in the form identified and attached hereto as Attachment E – Work Authorization, to authorize the Engineer to perform one or more tasks. The amount payable for a work authorization shall be supported by the estimated cost of each work task as described in the work authorization. The work authorization will not waive the County’s or Engineer’s responsibilities and obligations established in this contract. The work authorization will be issued by the Nueces County Director of Public Works. The executed work authorization(s) shall become a part of this contract.

Upon satisfactory completion of the work authorization, the Engineer shall submit to the County for review and acceptance the deliverables as specified in the executed work authorization.

Work included in a work authorization shall not begin until the County and the Engineer have signed the work authorization. All work must be completed on or before the completion date specified in the work authorization. The Engineer shall promptly notify the County of any event which will affect completion of the work authorization.

ARTICLE 7 PROGRESS

The Engineer shall, from time to time during the progress of the work, confer with the County. The Engineer shall prepare and present such information as may be pertinent and necessary, or as may be requested by the County, in order to evaluate features of the work. Upon request by the County, the Engineer shall make presentations to the Commissioners Court.

At the request of the County or the Engineer, conferences shall be held at the Engineer's office, the County's office, or at other locations designated by the County. These conferences shall also include an evaluation of the Engineer's services and work when requested by the County.

Should the County determine that the progress in production of the work does not satisfy the work schedule, the County will review the work schedule with the Engineer to determine corrective action needed.

The Engineer shall promptly advise the County in writing of events which have a significant impact upon the progress of work, including:

- (1) problems, delays, or adverse conditions which will materially affect the ability to attain contract objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project work units by established time periods; this disclosure will be accompanied by a statement of the action taken, or contemplated, and any County assistance needed to resolve the situation; and
- (2) favorable developments or events which would enable meeting the work schedule goals sooner than anticipated.

ARTICLE 8 SUSPENSION

The County may suspend the work, but not terminate the contract, by giving written notice a minimum of thirty (30) calendar days prior to the date of suspension. The thirty (30) day notice may be waived if approved in writing by both parties.

The work will be reinstated and resumed in full force and effect within sixty (60) calendar days of receipt of written notice from the County to resume the work. The sixty (60) day notice may be waived if approved in writing by both parties.

If the County suspends the work, the contract period, as determined in Article 4 – Contract Period, is not affected and the contract will terminate on the date specified unless the contract is amended as provided in Article 11 – Supplemental Agreements.

ARTICLE 9 ADDITIONAL WORK

If the Engineer determines that any work it has been directed to perform is beyond the scope of this agreement and constitutes extra work, it shall promptly notify the County in writing. In the event the County determines that such work constitutes extra work and exceeds the maximum amount payable, the County shall so advise the Engineer and a supplemental agreement may be executed, as provided in Article 11 – Supplemental Agreements.

The Engineer shall not perform any additional work or incur any additional costs prior to the execution, by both parties, of a supplemental agreement. The County shall not be responsible for actions by the Engineer or any costs incurred by the Engineer relating to additional work not directly associated with the performance of the work authorized in this contract or as amended.

ARTICLE 10 CHANGES IN WORK

If the County finds it necessary to request changes to previously satisfactorily completed work or parts thereof which involve changes to the original scope of services or character of work under the contract, the Engineer shall make such revisions if requested and as directed by the County. This will be considered additional work and paid for as specified under Article 9 – Additional Work.

The Engineer shall make such revisions to the work to correct errors appearing therein, when required to do so by the County. No additional compensation will be paid for the correction of errors.

ARTICLE 11 SUPPLEMENTAL AGREEMENTS

The terms of this contract may be modified by supplemental agreement if the County determines that there has been a significant change in the scope, complexity, or character of the service to be performed, or the duration of the work. Additional compensation, if appropriate, shall be identified as provided in Article 5 – Compensation and Method of Payment.

Any supplement agreement must be executed by both parties within the contract period specified in Article 4 – Contract Period.

No claim for extra work done or materials furnished shall be made by the Engineer until full execution of the supplemental agreement and authorization to proceed is issued by the County. The County reserves the right to withhold payment pending verification of satisfactory work performed.

ARTICLE 12 PUBLIC INFORMATION ACT

All data, basic sketches, charts, calculations, plans, specifications, and other documents created or collected under the terms of this contract are the exclusive property of the County and shall be furnished to the County upon request. All documents prepared by the Engineer and all documents furnished to the Engineer by the County shall be delivered to the County upon completion or termination of this contract. The Engineer, at its own expense, may retain copies of such documents or any other data which it has furnished the County under this contract. Release of information will be in accordance with the Texas Public Information Act. Engineer shall have no liability for any use of the aforementioned documents other than for the project originally intended.

ARTICLE 13 PERSONNEL, EQUIPMENT AND MATERIAL

The Engineer shall furnish and maintain, at its own expense, office space for the performance of all services, and adequate and sufficient personnel and equipment to perform the services as required. All employees of the Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them.

The County may instruct the Engineer to remove any employee from association with the work authorized in this contract if, in the sole opinion of the County, the work of the employee does not comply with the terms of this contract or if the conduct of the employee is detrimental to the work.

The Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the services required under this contract. The Engineer may not change the project manager without prior consent of the County.

ARTICLE 14 SUBCONTRACTING

The Engineer shall not assign, subcontract or transfer any portion of the work under this contract without prior written approval of the County. All subcontracts shall include the provisions required in this contract and shall be approved as to form, in writing, by the County prior to work being performed under the subcontract.

**ARTICLE 15
EVALUATION OF WORK**

The County and its authorized representatives shall have the right at all reasonable times to review or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed. If a review or evaluation is being made on the premises of the Engineer or a subcontractor, the Engineer shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the County representatives in the performance of their duties. If funds by other agencies or entities are to be used for payment of the services under this contract or for any construction project as a consequence of this contract, the Engineer's services and work may be subject to periodic review and approval by other agencies or entities, including city, county, state, and/or federal agencies.

**ARTICLE 16
SUBMISSION OF REPORTS**

All applicable study reports shall be submitted in preliminary form for review by the County before a final report is issued. The County's comments on the Engineer's preliminary report shall be addressed in the final report.

**ARTICLE 17
SUBMISSION OF PLANS AND SPECIFICATIONS**

Unless otherwise directed, preliminary plans and any supporting documentation submitted for review shall be in triplicate.

The submission of plans and specifications for letting shall consist of two, original paper copies of all documents, along with a compact disc (CD).

Plan Sheet size shall be 24" X 36", unless otherwise directed.

**ARTICLE 18
COMPUTER DOCUMENTS AND INFORMATION EXCHANGE**

All computer files must be compatible with the County's computer systems without conversion or modifications and must plot consistent with any reproducible plots submitted.

All plots and graphics media provided by the Engineer shall be delivered to the County. Final payment for the work associated with this contract will not be made until the files furnished by the Engineer have been demonstrated to be usable in the required formats.

ARTICLE 19
VIOLATION OF CONTRACT TERMS / BREACH OF CONTRACT

Violation of the contract terms or breach of contract by the Engineer shall be grounds for termination of the contract and any increased cost arising from the Engineer's default, breach of contract, or violation of contract terms shall be paid by the Engineer. This agreement shall not be considered as specifying the exclusive remedy for any default, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

ARTICLE 20
TERMINATION

This contract shall terminate at the close of business on **September 30, 2020**, unless extended as provided in Article 11 – Supplemental Agreements.

This contract may be terminated before the stated termination date by any of the following conditions:

1. By mutual agreement and consent, in writing, of both parties;
2. By the County, by notice in writing to the Engineer as a consequence of failure by the Engineer to perform the services set forth herein in a satisfactory manner;
3. By either party, upon the failure of the other party to fulfill its obligations as set forth herein;
4. By the County, for reasons of its own and not subject to the mutual consent of the Engineer upon not less than thirty (30) calendar days written notice to the Engineer; and
5. By written notice from the County upon satisfactory completion of all services and obligations described herein.

Should the County terminate this contract as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the Engineer. In determining the value of the work performed by the Engineer prior to termination the County shall be the sole judge. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the County terminate this contract under Item 4 of the above paragraph, the amount charged during the thirty (30) calendar day notice period shall not exceed the amount charged during the preceding thirty (30) calendar days.

If the Engineer defaults in the performance of this contract or if the County terminates this contract for fault on the part of the Engineer, the County will give consideration to

the actual costs incurred by the Engineer in performing the work to the date of default, the amount of work which was satisfactorily completed to the date of default, the value of the work which is usable to the County, the cost to the County of employing another firm to complete the work required and the time required to do so, and other factors which affect the value to the County of the work performed at the time of default.

The termination of this contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of the County and the Engineer under this contract except the obligations set forth in Articles 12, 15, 20, 21, 22, 23 and 24 of this contract. If the termination of this contract is due to the failure of the Engineer to fulfill its contract obligations, the County may take over the project and prosecute the work to completion. In such case, the Engineer shall be liable to the County for any additional cost occasioned to the County.

ARTICLE 21 COMPLIANCE WITH LAWS

The Engineer shall comply with all applicable Federal, State, and local laws, statutes codes, ordinances, rules, and regulations, and the orders and decrees of any court, or administrative bodies or tribunals, in any manner affecting the performance of this contract, including, without limitation, worker's compensation laws, minimum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Engineer shall furnish the County with satisfactory proof of its compliance.

ARTICLE 22 INDEMNIFICATION, HOLD HARMLESS, AND DEFEND

THE ENGINEER SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND, EXCEPT FOR PROFESSIONAL LIABILITY CLAIMS, THE COUNTY, ITS OFFICERS, AND EMPLOYEES AGAINST CLAIMS AND LIABILITY FOR DAMAGES TO THE EXTENT THAT THE CLAIM OR LIABILITY FOR DAMAGES IS BASED WHOLLY ON THE NEGLIGENCE OF ENGINEER, THE ENGINEER'S AGENT, CONSULTANT UNDER CONTRACT, OR OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

THE ENGINEER SHALL INDEMNIFY, AND HOLD HARMLESS THE COUNTY, ITS OFFICERS, AND EMPLOYEES, AGAINST CLAIMS AND LIABILITY FOR DAMAGES TO THE EXTENT THAT THE CLAIM OR LIABILITY FOR DAMAGES IS BASED ON THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE ENGINEER OR THE ENGINEER'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE ENGINEER EXERCISES CONTROL.

**ARTICLE 23
REIMBURSEMENT**

THE ENGINEER SHALL REIMBURSE THE COUNTY, IN PROPORTION TO THE ENGINEER'S LIABILITY, FOR ANY SETTLEMENTS OR ATTORNEY'S FEES PAID BY THE COUNTY IN CONNECTION TO ANY CLAIM BASED IN PART ON THE NEGLIGENCE OF THE ENGINEER.

**ARTICLE 24
ENGINEER'S RESPONSIBILITY**

The Engineer shall be responsible for the accuracy of its work and shall promptly make necessary revisions or corrections resulting from its errors, omissions, or negligent acts without compensation. The Engineer will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the project has been completed.

**ARTICLE 25
ENGINEER'S SEAL**

The responsible Engineer shall sign, seal, and date all appropriate engineering submissions to the County in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

**ARTICLE 26
RETENTION, AVAILABILITY OF RECORDS AND AUDIT REQUIREMENTS**

The Engineer shall maintain all books, documents, papers, accounting records, and other evidence pertaining to cost incurred and shall make such materials available at its office during the contract period and for four (4) years from the date of final payment under this contract or until pending litigation has been completely and fully resolved, whichever occurs last. The County or any of its duly authorized representatives shall have access during normal business hours to any and all books, documents, papers, and records of the Engineer which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts, transcriptions, and for checking the amount of work performed by the Engineer.

**ARTICLE 27
INSURANCE**

The Engineer shall obtain and maintain insurance in the limits of liability for each of the types of insurance coverage identified as follows:

1. Workers' Compensation, endorsed with a waiver of subrogation in favor of Nueces County in the amount of the statutory obligations imposed under the Texas Workers' Compensation Law ("Statutory Texas").
2. Commercial General Liability, endorsed with the County as an additional insured and endorsed with a waiver of subrogation in favor of Nueces County, in limits of liability not less than one million dollars (\$1,000,000) combined single limit each occurrence and in the aggregate for bodily injury and property damage.
3. Texas Business Automobile Policy, endorsed with the County as an additional insured and endorsed with a waiver of subrogation in favor of Nueces County, in limits of liability not less than two hundred fifty thousand dollars (\$250,000) each person for bodily injury, five hundred thousand dollars (\$500,000) each occurrence for bodily injury, and one hundred thousand dollars (\$100,000) each occurrence for property damage.
4. Professional Liability in limits of one million dollars (\$1,000,000) each occurrence and in the aggregate.

The work shall not be commenced by Engineer until after policy, or policies evidencing the insurance coverage herein required, or certificates of such insurance, providing that the insurer shall give County thirty (30) days written notice prior to cancellation, material revision or intention not to renew, have been submitted to the County. In the event the Insurer refuses to provide the County with notice as detailed, the Engineer agrees to provide notice in writing immediately, and shall suspend all work until insurance is restored and proof, in a form acceptable to the County, is provided.

The Engineer, at his/her expense, shall purchase and maintain in force at all times during the term of this Contract the insurance with limits not less than indicated above. The Engineer will be considered in breach of contract should the Engineer fail to maintain the required insurance coverage during the contract period of this contract. The termination of this contract resulting from failure to maintain the required insurance will be carried out in accordance with Article 18-Termination.

ARTICLE 28 SUCCESSORS AND ASSIGNS

The Engineer and the County do hereby bind themselves, their successors, executors, administrators, and assigns to each other party of this agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this contract.

The Engineer shall not assign, subcontract, or transfer its interest in this contract without the prior written consent of the County.

**ARTICLE 29
SEVERABILITY**

In the event any one or more of the provisions contained in this contract, for any reason, shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and; this contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**ARTICLE 30
CONTRIBUTIONS**

It is expressly understood by the County and the Engineer, that from the award date of the contract to one year after termination or expiration of contract term, it is prohibited for any county official or employee thereof, to receive gifts described by Section 5.02 of the County Personnel or Civil Service Rules, and/or campaign or political contributions regardless of amount from the Engineer or principal owners of said Engineering firm. County Official is defined as those individuals described as county and precinct officers in Subchapter B of Chapter 152 of the Local Government Code. The Engineer is furthermore prohibited from making political campaign or personal contributions to candidates for county and precinct office from the date of award of contract to one year after termination or expiration of contract term. It is also prohibited for the Engineer to contribute to employee associations or for the benefit of groups of employees.

**ARTICLE 31
NOTICES**

All notices to either party by the other, required under this contract, shall be personally delivered or mailed to such party at the following respective address:

COUNTY	ENGINEER
<u>Nueces County Judge</u>	<u>Hanson Professional Services, Inc.</u>
<u>901 Leopard, Rm. 303</u>	<u>4501 Gollihar road</u>
<u>Corpus Christi, Texas 78401</u>	<u>Corpus Christi, TX 78411</u>

**ARTICLE 32
SIGNATORY WARRANTY**

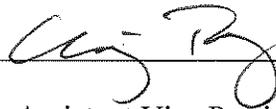
The undersigned signatory for the Engineer hereby represents and warrants that the signatory is an officer of the organization for which he or she has executed this contract on behalf of the firm.

IN WITNESS WHEREOF, the County and the Engineer have executed these presents in duplicate.

COUNTY OF NUECES

ENGINEER: Hanson Professional
Engineers, Inc.

By: _____
County Judge

By:  _____
Title: Assistant Vice President

Date: _____

Date: 11/14/2019

ATTEST:

County Clerk

List of Attachments

- Attachment A – Services To Be Provided By The County
- Attachment B – Services To Be Provided By The Engineer
- Attachment C – Work Schedule
- Attachment D – Fee Schedule
- Attachment E – Work Authorization

SERVICES TO BE PROVIDED BY THE COUNTY

1. Designate an individual to have oversight responsibility for the construction contract awarded.
2. Provide the budget for the Project specifying the funds available for the construction contract.
3. Provide the County's standard specifications, standard detail sheets, standard and special provisions, and forms for required bid documents.
4. Arrange and pay for printing of all documents and addenda to be distributed to prospective bidders.
5. Advertise the Project for bidding, maintain the list of prospective bidders, receive and process deposits for all bid documents, issue (with the assistance of the A/E) any addenda, prepare and supply bid tabulation forms, and conduct bid opening.
6. Receive the Engineer's recommendation concerning bid evaluation and recommendation and prepare agenda materials for the County Commissioners Court Meeting concerning bid awards.
7. Prepare, review, and provide copies of the contract for execution between the County and the Contractor.
8. Process requests for payment from the Contractor once received from Engineer.
9. Conduct the final acceptance inspection with the Engineer.
10. Secure the services of a Commercial Testing Laboratory to perform construction materials tests and visual inspection.

SERVICES TO BE PROVIDED BY THE ENGINEER

Preliminary Phase

1. Conduct the initial field reconnaissance and due diligence required to commence the project.
2. Conduct meeting with County Staff to identify any special design considerations.
3. Review available reports, record drawings, utility maps and other information provided by the County pertaining to the project area.
4. Evaluate the existing pier house and develop preliminary recommendations.

Design Phase

1. Project Meetings with County staff will be held at key milestones. The initial meeting will be to discuss the formatting required for the Plans and Specifications. Follow up meetings will be conducted to review the 60% and Final submittal.
2. Submit the documents to the designated County staff for review and comment. Including a 60% and Final submittal. It is estimated that the bid plan set will be close to approximately 16 plan sheets. Hanson will provide up to three (3) hard copies for each submittal.
3. The County will provide Specifications to be used on the Project. Hanson will review the specifications, provide comments and incorporate into the final bid set.

BIDDING PHASE:

1. Assist with the Bidding process, consisting of attending pre-bid meetings, bid openings, addressing questions and issuing addenda, reviewing bids & checking references, and recommending award.

CONSTRUCTION ADMINISTRATION PHASE:

1. The A/E will perform construction administration activities on a time and materials basis to include the following:
 - a) Participate in pre-construction meeting conference and provide a recommended agenda for critical construction activities and elements impacted the project.
 - b) Review, Contractor submittals and operating and maintenance manuals for conformance to contract documents.
 - c) 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 County under the contract.
 - e) Make regular site visits to the site of the Project to confer with the County project inspector and contractor to observe the general progress and quality of work, and to determine, in general, if the work is being done in accordance with the contract documents. This will not be confused with the project representative observation or continuous monitoring of the progress of construction.
 - f) Attend final inspection with County staff and provide the County with a Certificate of Completion for the project upon successful completion of the project.
 - g) When requested by County, assist in addressing Request for Information (RFI) that may be submitted by the Contractor.
 - h) Review Contractor-provided construction "red-line" drawings. Prepare Project record drawings and provide a reproducible set and electronic file (Adobe Acrobat PDF file) within two (2) weeks of final acceptance of the project.

ADDITIONAL SERVICES:

1. **USACE & TGLO Environmental Permit**
 - a) Evaluation of the expected permitting requirements.
 - b) Development of Permit Documents
 - c) Submittal & Acquisition of Permit for the Observation Deck addition.

WORK SCHEDULE

TASK	MAXIMUM AMOUNT PAYABLE	WORKING DAYS
DESIGN	\$ 28,106.00	87
BIDDING	\$ 3,568.00	15
CONSTRUCTION ADMINISTRATION	\$ 18,087.00	131

TOTAL = \$ **49,761.00**

FEE SCHEDULE

FEE SCHEDULE

JOB TITLE	HOURLY RATE	TOTAL HOURS	MAXIMUM AMOUNT PAYABLE
PROJECT MANAGER	\$238	20.00	\$4,760.00
QUALITY CONTROL	\$238	25.00	\$5,950.00
PROJECT ENGINEER VI	\$175	8.00	\$1,400.00
PROJECT ENGINEER III	\$114	24.00	\$2,736.00
PROJECT ENGINEER I	\$107	294.00	\$31,458.00
TECHNICIAN/DRAFTER	\$84	32.00	\$2,688.00
REIMBURSABLE EXPENSES	-	-	\$769.00

TOTAL = **\$49,761.00**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/14/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER TROXELL 214 South Grand Ave West P.O. Box 3757 Springfield IL 62704		CONTACT NAME: Lori Ruppel Williams PHONE (A/C, No, Ext): (217) 321-3145 FAX (A/C, No): (217) 321-4145 E-MAIL ADDRESS: lruppel@troxellins.com	
INSURED Hanson Professional Services Inc. 1525 South 6th Street Springfield IL 62703-2801		INSURER(S) AFFORDING COVERAGE INSURER A: Cincinnati Insurance Company NAIC # 10677 INSURER B: Trumbull Insurance Company NAIC # 27120 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL191427525 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CPP0870038	01/01/2019	01/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			83UENZH8553	11/18/2018	11/18/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$			CPP0870038	01/01/2019	01/01/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	EWC0473222	01/01/2019	01/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: 19L0227 Horace Caldwell Pier Observation Deck PM/LBS

CERTIFICATE HOLDER**CANCELLATION**
 County of Nueces, Texas
 901 Leopard St
 Room 103
 Corpus Christi TX 78401

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

House Bill 89 Verification Form

Prohibition on Contracts with Companies Boycotting Israel

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- 1) does not boycott Israel; and
- 2) will not boycott Israel during the term of the contract

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

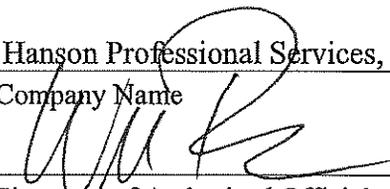
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, (authorized official) Wilfredo Rivera, Jr, do hereby depose and verify the truthfulness and accuracy of the contents of the statements submitted on this certification under the provisions of Subtitle F, Title 10, Government Code Chapter 2270 and that the company named below:

- 1) does not boycott Israel currently; and
- 2) will not boycott Israel during the term of the contract; and
- 3) is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at <https://comptroller.texas.gov/purchasing/publications/divestment.php>

Hanson Professional Services, Inc.

Company Name


Signature of Authorized Official

Assistant Vice President

Title of Authorized Official

November 14, 2019

Date