

# 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 Jacobs Engineering Group, Inc. hereinafter called "Engineer" for the purpose of contracting for engineering services.

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## 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: Nueces County is seeking to contract with a professional engineer/engineering firm for Engineering Services for the rebuilding of Bob Hall Pier.

Nueces County is seeking to contract with a professional engineer/engineering firm for Engineering Services to develop design plans and specifications for rebuilding of Bob Hall Pier.

**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 total number of hours 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 August 31, 2021, 2023 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 \$1,409,412.00, unless modified as provided in Article 11 – Supplemental Agreements

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.

Payment shall be made on undisputed amounts within thirty (30) days of receipt of Engineer’s invoice. The county reserves the right to withhold payment pending verification of satisfactory work. For the avoidance of doubt, in no event shall the County fail to make payment on any portion of an invoice which is not in dispute. Only the disputed portion of the invoice may be held in abeyance until resolved between the parties. All reasonable efforts will be made to resolve the disputed portions of the invoice within ten (10) days’ notice to the Engineer.

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 August 31, 2023 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, 24 and 26 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 statues and regulations, and licensing laws and regulations. When required, the Engineer shall furnish the County with satisfactory proof of its compliance.

**ARTICLE 22  
INDEMNIFICATION**

**THE ENGINEER SHALL INDEMINIFY, 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 OF 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 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 20 -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:

<b>COUNTY</b>	<b>ENGINEER</b>
<b>Nueces County Judge</b> _____	<b>Jacobs Engineering Group, Inc.</b> _____
<b>901 Leopard, Rm. 303</b> _____	<b>555 N. Caranchua, Ste 320</b> _____
<b>Corpus Christi, Texas 78401</b> _____	<b>Corpus Christi, Texas 78401</b> _____

**ARTICLE 32  
LOCAL PROGRAM LIAISON**

For purposes of this Agreement, the County Judge will serve as the Local Program Liaison and primary point of contact for the County. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.

**ARTICLE 33  
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:** Jacobs Engineering Group, Inc.

By: \_\_\_\_\_  
**Barbara Canales**  
**County Judge**

By: \_\_\_\_\_  
**Stephen A. Clarke, PE**

Date: \_\_\_\_\_

Title: Vice President  
Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
**Kara Sands**  
**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

**ATTACHMENT A**  
**SERVICES TO BE PROVIDED BY THE COUNTY**

**I. CONCEPTUAL PHASE SERVICES**

1. Provide a County representative for Engineer to coordinate its field inspections/observations.
2. Provide a County representative to coordinate with the Engineer with regards to meeting with the regulatory agencies, the environmental permit applications, and the Joint Evaluation Meetings (JEM).
3. Provide the public involvement consultant services and ad hoc committee input and reviews.
4. Provide existing data, reports, drawings, maps, and other available information pertinent to project.
5. Provide reviews of the design submittal packages within seven days of the submittal.
6. Provide County's standard specifications, details, and title blocks.
7. Prepare the front end of the bid documents and combine the front-end documents with the technical specifications and drawings provided by Jacobs, into a complete package ready for bidding.
8. Provide bid documents to the prospective contractors.
9. Be responsible for bidding the project in accordance to County policy.
10. Prepare, review, and provide copies of the Contract for execution between the County and the Contractor.
11. Administer the construction contract.

**ATTACHMENT B**  
**SERVICES TO BE PROVIDED BY THE ENGINEER/ARCHITECT**

**I. ENGINEERING AND ARCHITECTURAL SERVICES**

**Project Description:** Provide consulting engineering and architectural services including conceptual design and final design and bid phase and construction administration services for the new Bob Hall Pier (Pier) which would replace the existing Pier. The existing Pier is approximately 1,240' long, 15' - 6" wide with a 159' long by 15' - 6" wide T-Head. The new Pier will have similar dimensions with options and improvements that will be determined and developed during the conceptual design phase and verified by the public involvement process and County Commissioners Court acceptance and include:

1. Option 1- A Pier structure at the existing elevation to withstand a 100-year design storm with structural elements that resist the harsh marine environment with minimal maintenance.
2. Option 2- An elevated Pier structure to withstand a 100-year design storm with structural elements that resist the harsh marine environment with minimal maintenance.
3. A concession area with a possible second story.
4. The existing plaza/observation area on the Pier adjacent to the restaurant and concession stand will be maintained. A possible second story will be investigated.
5. A restaurant with a possible second story and an elevator to the second story.
6. Enhancements to the shape at the end of the Pier (D Head rather than a T Head ), bump outs intermittently along the Pier to improve the experience for fishing and leisure to visitors and a small area for access control. Other enhancements could include canopies and shade structures, benches and seating and expanded deck areas.
7. Gate areas on the Pier (including vehicle access gates and pedestrian access gates) for access to the Pier beyond the public use areas.
8. A vehicular access ramp for service to the Pier and restaurants and a separate pedestrian access ramp to the restaurant/concession stand and Pier.
9. NOAA weather station structure, equipment to be supplied and installed by others
10. Lighting.
11. Fishing amenities.
12. ADA accessibility.

**A. Project Approach and Services**

The engineering and architectural scope includes the following:

1. **Project Management**
  - a. Meetings with County staff.
  - b. Monthly Status Reports to County staff

- a. Briefings/Meetings with Commissioners Court and staff
- b. Utilize County's online project management software "Projectmates" for project
- c. Contractual requirements

**1. Outreach Program and Public Involvement**

- a. Attend Project Kick-off Meeting and discuss project objectives, schedule, communication plan, etc.
- b. Prepare visual graphics for public meetings based upon ad-hoc committee input – maximum of 3 public meetings
- c. Prepare graphics for Virtual (Microsoft Teams or WebEx) presentations by adapting the graphics from the public meetings for online presentations.
- d. Participate in visioning sessions, lead by others, with the County, Stakeholders and Design Team. Review residents and visitors' responses.
- e. Establish project goals and objectives, identify potential risks or roadblocks, consider critical path decisions.
- f. Consider possible phasing options for design and set scope priorities.
- g. Participate in monthly ad-hoc committee meetings

Deliverables:

- a. PowerPoint presentation showing existing conditions and identifying potential opportunities.
- b. Visioning session with County, Stakeholders and Design Team.
- c. Phasing options and scope priorities.

**2. Conceptual Design/Implementation Plan (30%)**

- a. Develop three unique design concepts incorporating Vision Session input, stakeholders, resident and visitors survey responses, and project goals and priorities.
- b. Prepare the conceptual cost analyses listed below: These will be comparative costs for item 1 below and conceptual level estimates for the items 2-4.
  - 1) Cost of pier structure suitable to resist wave loads if the pier structure remains at the existing finish elevation versus cost of pier structure to resist wave loads if the pier deck is raised sufficiently to allow waves to pass below the deck structure.
  - 2) Determine the cost associated with adding a second level to the existing observation structure
  - 3) Determine the cost associated with adding a second level to the concession area.
  - 4) Determine the cost associated with adding an elevator to the concession area from the first floor to the possible second floor.
- c. Establish the Pier and sitework preliminary layouts.
- d. Establish design codes and standards, design loads and design life.
- e. Establish site environmental criteria (wind, tides, etc.)
- f. Determine still water elevation.



- a. Provide a numerical spectral wave modelling study to determine design wave conditions and overtopping rates including local bathymetry.
- b. Analyze future sea level rise changes and perform numerical model simulations that include future sea level rise (SLR) projection scenarios.
- c. Establish three Pier construction options.
- d. Geotechnical Investigation and Report.
- e. Structurally analyze the Pier components.
- f. Develop the architectural amenities.
- g. Develop the requirements for optional elevator.
- h. Develop accessibility requirements in accordance with Texas Department of Licensing and Regulation (TDLR) standards. Coordination with the County's Independent Licensed Architect and Registered Accessibility Specialist. They will review and provide comments to ensure these requirements meet the accessibility standards for the County's settlement agreement.
- i. Determine electrical, lighting, plumbing and mechanical requirements.
- j. Prepare an Opinion of Probable Cost for the options noted in Paragraph 2 a.
- k. Prepare three conceptual renderings for each Pier option.
- l. Develop a list of technical specifications.
- m. Participate in monthly meetings for 18 months from NTP through construction; (4) ad hoc, (2) stakeholder meetings, (2) Commission updates and (18) progress meetings
- n. Develop an Implementation Plan that includes the information noted above, phases of construction (i.e. Pier, restaurants, concession stand, etc.) timing and schedule.
- o. Prepare Conceptual Drawings after the desired concepts is selected by Nueces County following the public process. (approximately 30% complete with adequate detail to establish the project parameters) including the following anticipated drawings:
  - 1) General Notes, Abbreviations and Design Criteria (1 sheet).
  - 2) Project Layout (1 sheet).
  - 3) Project Plan ( 2 sheets).
  - 4) Pier Structural Plans and Details (2 sheets).
  - 5) Restaurant and Concession Stand Architectural Plans and Sections including renderings (6 sheets).
  - 6) Plaza and Observation Tower Architectural Plans and Sections including renderings (6 sheets).
  - 7) Electrical and Lighting Plans and Sections (2 sheets).
  - 8) Mechanical and Plumbing Plan and Sections (2 sheets).
  - 9) Elevator (if added by County after cost analysis is complete)
  - 10) Sitework and Landside Improvements for necessary utilities and Contractor access/laydown
    - a) Sitework Plan and Sections (2 sheets).
    - b) Utility plans for potable water, sewer from pier and firewater to pier. (2 sheets).

- 1) Plans will be in English units on full-size (22" x 34") for the final plans, however all submittals will be electronic through the Projectmate system. An additional 3 half-size (11" x 17") sets will be provided for each submittal.
- b. Prepare a Basis of Design, BOD, including:
    - 1) Project Description.
    - 2) Public Use Areas including the restaurant, observation tower/ plaza and gate areas and bump outs and D Head.
    - 3) Site Environmental Analysis and Criteria.
    - 4) Pier Structural Requirements.
    - 5) Sitework Requirements and Options.
    - 6) Electrical , Lighting, Mechanical and Plumbing Description and Requirements.
    - 7) Options Analysis and Recommendations.
    - 8) Regulatory Permit Requirements.
    - 9) Project Schedule.
    - 10) Opinion of Probable Costs (OPC). Jacobs does not warrant that the actual project costs will not vary from the OPC.
    - 11) Implementation Plan.
  - c. Submit the Basis of Design and Implementation Plan to the County and participate in a review meeting.
  - d. Incorporate review comments from the County review meeting.
1. **Environmental Permit (for Pier construction): Assumes a Nationwide Permit 3 with a minor modification**
    - a. Attend two Joint Evaluation Meetings (JEM)
    - b. Search COE files in Galveston office for the original permit, limited to one day.
    - c. Coordinate with the United States Army Corps of Engineers (USACE) and other regulatory agencies including the United States Fish and Wildlife Service (USFWS) , National Marine Fisheries Service (NMFS), General Land Office (GLO) and Texas Parks and Wildlife Department ( TPWD) for project requirements. All responses will be through the USACE as they will be the lead agency.
    - d. Prepare the permit application package and necessary documentation. We have assumed a single round of comments.
  2. **Design Phase (60%, 90%, and Bid)**

Jacobs will proceed with the remainder of design after written acceptance by the County of the conceptual design including the plan outline, appearance, OPC, and BOD.

    - a. Finalize the structural, civil, electrical, mechanical and plumbing engineering and architectural analysis and design of the items noted in the Preliminary Design and prepare CAD drawings for the deliverables noted below.
    - b. Deliverables
      - 1) 60% Submittal.
 

Anticipated drawings include the following:

- a) Cover Sheet (1 sheet).
  - b) General Notes Abbreviations and Design Criteria (2 sheets).
  - c) Estimated Quantities (2 sheets).
  - d) Overall Layout/Project Control/Utility Layouts (2 sheets).
  - e) Site Plans (2 sheets).
  - f) Testing Schedule (1 sheet).
  - g) Pier Structural Plans and Sections (18 sheets).
  - h) Pier Architectural Plan and Sections (20 sheets) including the restaurant, concession stands, canopies, observation tower/plaza and Pier gate area and other amenities.
  - i) Interpretive Signage
  - j) Electrical, Mechanical and Plumbing Plans and Sections (10 sheets).
  - k) Sitework Improvements
    - (a) Overall Layout/Project Control/Utility Layouts (2 sheets).
- 2) 90% Submittal.
- Anticipated drawings include the following:
- a) Cover Sheet (1 sheet).
  - b) General Notes Abbreviations and Design Criteria (2 sheets).
  - c) Estimated Quantities (2 sheets).
  - d) Overall Layout/Project Control/Utility Layouts (2 sheets).
  - e) Site Plans (2 sheets).
  - f) Testing Schedule (1 sheet).
  - g) Pier Structural Plans and Sections (18 sheets).
  - h) Pier Architectural Plan and Sections (20 +sheets) including the restaurant, concession stands, canopies, observation tower/ plaza and Pier gate area and other amenities.
  - i) Interpretive Signage
  - j) Electrical, Mechanical and Plumbing Plans and Sections (10 sheets).
  - k) Sitework Improvements
    - (a) Overall Layout/Project Control/Utility Layouts (2 sheets).
- 3) Bid Set Submittal:
- a) Final Plans.
  - b) Contract Documents.
  - c) Opinion of Probable Construction Cost.
- c) Participate in review meetings (60% Submittal and 90% Submittal). Prepare meeting agenda and meeting minutes.
  - d) Provide QA/QC review of deliverables.
  - e) Prepare Monthly Status Reports.

1. Bid Phase Services:
  - a. Participate in Pre-Bid meeting including site visit.
  - b. Respond to any questions from Contractors during bidding.
  - c. Prepare bid addenda.
  - d. Assist Nueces County in review of the bids.
  
2. Construction Phase Services:
  - a. Participate in Pre-Construction meeting including site visit.
  - b. Review submittals (30 submittals).
  - c. Review the test results of materials testing to be performed by others.
  - d. Respond to questions and Requests For Information (RFI's) from Nueces County and the Contractor.
  - e. Make periodic site visits to the Project (four hours per visit for 32 visits) to confer with the 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. Based on information obtained during such visits and such observations, Engineer will determine in general if Contractor's Work is proceeding in accordance with the Contract Documents, and Engineer will keep County informed of the progress of the Work.
  - f. Prepare site visit notes and submit to the County.
  - g. Site visit at project completion and prepare a punch list.
  - h. Provide a Certificate of Completion.
  - i. Prepare project record drawings in AutoCAD dwg format based on redlines provided by the Contractor.

**Exclusions**

The scope of work excludes the following:

- a. Front End construction contract documents and assembly of the bid package.
- b. All items included in Attachment A County provided services.
- c. Any environmental surveys or studies that may be required for obtaining the NW 3 permit. None are anticipated at this time.
- d. Design of second stories at the existing plaza and new concession area, beyond the cost analysis.
- e. Design of elevator
- f. Any work not included above

**Deliverables:**

- a. PowerPoint presentation of design concepts (three concepts).
- b. Renderings (three per concept).
- c. Conceptual Plans.
- d. Basis of Design
- e. USACE Permit application
- f. Preliminary Design
- g. Final Design and Construction Documents
- h. Project Record Drawings

### Additional Services

- a. Full time construction administration
- b. Design of second stories for the existing plaza area and new concession area
- c. Design of elevator for possible second stories.

### Construction Phase Duties and Responsibilities

- a. Identification :

Owner - Nueces County

Owner's Representative - LAN

Engineer- Jacobs Engineering Group Inc.

Contractor- The business entity that Nueces County will contract with to provide the construction of the project.

- b. Pre-Construction Conference. Participate in a pre-construction conference prior to commencement of Work at the Site.
- c. Visits to Site and Observation of Construction. In connection with observations of Contractor's Work in progress while it is in progress:
  - 1) Make bi-weekly visits to the Site appropriate to the various stages of construction, as the ENGINEER deems necessary, in order to observe as an experienced and qualified design professional the progress and performance of the Work. Such visits and observations by ENGINEER are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress but rather are to be limited to spot checking and similar methods of general observation of the Work based on ENGINEER's exercise of professional judgment. Based on information obtained during such visits and such observations, ENGINEER will determine in general if Contractor's Work is proceeding in accordance with the Contract Documents, and ENGINEER will keep Nueces County and the Owner's Representative informed of the progress of the Work.
  - 2) The purpose of ENGINEER's visits to the Site will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the construction phase, and, in addition, by the exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. ENGINEER will not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor will ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor. Accordingly, ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

- 1) deficiencies of the construction contractor(s) or other entity or any other persons at the site except ENGINEER's own personnel.
- a. Change Orders. Recommend Change Orders to Owner's Representative, as appropriate, and prepare Change Orders as authorized by Owner's Representative.
- b. Shop Drawings. Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such review and approval or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.
- c. Applications for Payment. Based on ENGINEER's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
  - 1) Determine the amounts that ENGINEER recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute ENGINEER's representation to Owner's Representative, based on such observations and review, that, to the best of ENGINEER's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled insofar as it is ENGINEER's responsibility to observe Contractor's Work.
  - 2) By recommending any payment, ENGINEER will not thereby be deemed to have represented that observations made by ENGINEER to check the performance or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents. Neither ENGINEER's review of Contractor's Work for the purpose of recommending payment nor ENGINEER's recommendation of any payment including final payment will impose on ENGINEER a responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose a responsibility on ENGINEER to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to OWNER free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between OWNER and Contractor that might affect the amount that should be paid.

- a. Final Notice of Acceptability of the Work. Conduct a final inspection to determine if the completed Work of Contractor is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor.
- b. Limitation of Responsibilities. ENGINEER is not responsible for the acts or omissions of any Contractor or of any of Contractor's subcontractors, suppliers, or of any other individual or entity performing or furnishing any portion of the Work. ENGINEER is not responsible for failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

## ATTACHMENT C WORK SCHEDULE

### I. BOB HALL PIER REBUILDING

Task	Amount	Working Days
1. Project Management	\$92,449	61
2. & 3. Public Outreach and Conceptual Design	\$312,861	235
4. Permitting	\$58,723	38
5. Final Design & Construction Documents	\$583,941	483
6. Bid Assistance	\$9,398	7
7. Construction Support Services	\$88,969	64
Expenses	\$262,801	

**Total = \$1,409,142**

1. Billing Schedule monthly based on the percentage of scope of work complete to date.
2. Expenses include the following:

#### Tasks 1-5

<b>Subconsultants</b>			
PSI/Intertek			\$124,490
Colwell Electric			\$65,000
T Baker Smith (side scan)			\$6,850
T Baker Smith (topographic)			\$7,500
<b>Miscellaneous Expenses</b>			
TDLR Registration/Review	\$600/day	5	\$3,000
Travel	\$600/day	5	\$3,000
Licenses for County PM software (4 for two years)	4 Ea	\$1,337	\$5,347
OWI Hurricane hindcast data (1900-2020)			\$20,568
Mileage	400	\$0.56	\$224
Reproduction – public presentation	3 ea.	\$200	\$600
Reproduction - submittals	4 ea.	\$50	\$200
<b>Total Subconsultants and Expenses</b>			<b>\$229,929</b>



**Tasks 6 & 7**

<b>Subconsultants</b>			
PSI/Intertek			\$6,500
Colwell			\$19,000
T. Baker Smith (sidescan)			\$6,850
<b>Miscellaneous Expenses</b>			
Mileage	200 Miles	\$0.56	\$112
Field Equipment			
Miscellaneous Expenses		9 mo.	\$40
Reproduction		1 ea.	\$50
			\$50
<b>Total Subconsultants and Expenses</b>			<b>\$32,872</b>

**ATTACHMENT D  
FEE SCHEDULE**

**I. BOB HALL PIER REBUILDING DESIGN**

Job Title	Hourly Rate	Project Hours	Total Amount
Project Manager	\$215	488	\$104,920
Structural Engineer II	\$180	770	\$138,600
Senior Engineer I	\$170	632	\$107,440
Civil Engineer	\$165	155	\$25,575
Subject Matter Expert	\$200	168	\$33,600
Designer	\$165	575	\$94,875
CADD	\$130	529	\$68,770
Coastal Project Engineer	\$245	231	\$56,595
Coastal Scientist	\$160	378	\$60,480
Architect III	\$200	294	\$58,800
Architect II	\$115	635	\$73,025
Architect I	\$75	893	\$66,975
Arch. Structural Engineer	\$105	411	\$43,155
Mechanical Plumbing Sr.	\$180	150	\$27,000
Mechanical Plumbing Jr.	\$85	273	\$23,205
Cost Estimator	\$180	111	\$19,980
Arch CADD	\$130	97	\$12,610
Administrative Support	\$120	321	\$38,520

Total = 7,111 Hours

**II. BOB HALL PIER CONSTRUCTION**

Job Title	Hourly Rate	Project Hours	Total Amount
Project Manager	\$215	71	\$15,265
Structural Engineer II	\$180	150	\$27,000
Structural Engineer I	\$170	18	\$3,060
Civil Engineer	\$165	3	\$495
Designer	\$165	47	\$7,755
CADD	\$130	8	\$1,040
Architect III	\$200	27	\$5,400
Architect II	\$115	40	\$4,600
Architect I	\$75	97	\$7,275
Arch. Structural Engineer	\$105	33	\$3,465
Mechanical Plumbing Sr.	\$180	31	\$5,580
Administrative Support	\$120	94	\$11,280

Total = 619 Hours