



PROFESSIONAL SERVICE AGREEMENT NO. 4095

Grant Support Services for Public Works

THIS **Grant Support Services for Public Works Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and WSP USA, Inc. ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has agreed to provide grant support services, on behalf of the Public Works Department, for preparation of a federal grant available from the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Discretionary Grant program;

NOW, THEREFORE, City and Contractor agree as follows:

- 1. Scope.** Contractor shall provide Grant Support Services for Public Works ("Services") in accordance with the attached Scope of Work, as shown in Attachment A, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety.
- 2. Term.** This Agreement is for four months. The parties may mutually extend the term of this Agreement for up to zero additional zero-month periods ("Option Period(s)"), provided, the parties do so in writing prior to the expiration of the original term or the then-current Option Period.
- 3. Compensation and Payment.** This Agreement is for an amount not to exceed \$75,000.00 (for Services currently estimated at \$67,400), subject to approved extensions and changes. Payment will be made for Services completed and accepted by the City within 30 days of acceptance, subject to receipt of an acceptable invoice. All pricing must be in accordance with the attached Bid/Pricing Schedule, as shown in Attachment B, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety. Any amount not expended during the initial term or any option period may, at the City's discretion, be allocated for use in the next option period.

Invoices must be mailed to the following address with a copy provided to the Contract Administrator:

City of Corpus Christi
Attn: Accounts Payable
P.O. Box 9277
Corpus Christi, Texas 78469-9277

4. **Contract Administrator.** The Contract Administrator designated by the City is responsible for approval of all phases of performance and operations under this Agreement, including deductions for non-performance and authorizations for payment. The City's Contract Administrator for this Agreement is as follows:

Name: Gabriel Hinojosa
Department: Public Works – Engineering Department
Phone: 361-826-1877
Email: GabrielH@cctexas.com

5. **Insurance; Bonds; License.** Intentionally deleted.
6. **Standard of Care.** Contractor warrants that all Services will be performed in accordance with the standard of care used by similarly situated contractors performing similar services under the same professional license.
7. **Non-Appropriation.** The continuation of this Agreement after the close of any fiscal year of the City, which fiscal year ends on September 30th annually, is subject to appropriations and budget approval specifically covering this Agreement as an expenditure in said budget, and it is within the sole discretion of the City's City Council to determine whether or not to fund this Agreement. The City does not represent that this budget item will be adopted, as said determination is within the City Council's sole discretion when adopting each budget.
8. **Independent Contractor.** In performing this Agreement, both the City and Contractor shall act in an individual capacity and not as agents, representatives, employees, employers, partners, joint venturers, or associates of one another. Contractor shall perform all professional services as an independent contractor and shall furnish such Services in its own manner and method, and under no circumstance or condition shall an employee, agent, or representative of either party be considered or construed to be an employee, agent, or representative of the other party.
9. **Subcontractors.** Contractor may not use subcontractors in connection with the work performed under this Agreement.
10. **Amendments.** This Agreement may be amended or modified only in writing executed by authorized representatives of both parties.
11. **Waiver.** No waiver by either party of any breach of any term or condition of this Agreement waives any subsequent breach of the same.
12. **Taxes.** The Contractor covenants to pay payroll taxes, Medicare taxes, FICA taxes, unemployment taxes and all other applicable taxes. Upon request, the City Manager shall be provided proof of payment of these taxes within 15 days of such request.

- 13. Notice.** Any notice required under this Agreement must be given by fax, hand delivery, or certified mail, postage prepaid, and is deemed received on the day faxed or hand-delivered or on the third day after postmark if sent by certified mail. Notice must be sent as follows:

IF TO CITY:

City of Corpus Christi
Attn: Gabriel Hinojosa
Title: Assistant Director of Public Works - Engineering Department
Address: 2525 Hygeia Street, Corpus Christi, Texas 78415
Phone: 361-826-1877
Fax: 361-826-1627

IF TO CONTRACTOR:

WSP USA, Inc.
Attn: Art Reinhardt
Title: Assistant Vice President
Address: 9311 San Pedro Avenue, Suite 700, San Antonio, Texas 78216
Phone: 210-810-4930
Fax: 210-461-8131

- 14. CONTRACTOR SHALL FULLY INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY OF CORPUS CHRISTI AND ITS OFFICERS, EMPLOYEES AND AGENTS ("INDEMNITEES") FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, CLAIMS, DEMANDS, SUITS, AND CAUSES OF ACTION OF WHATEVER NATURE, CHARACTER, OR DESCRIPTION ON ACCOUNT OF PERSONAL INJURIES, PROPERTY LOSS, OR DAMAGE, OR ANY OTHER KIND OF INJURY, LOSS, OR DAMAGE, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, ATTORNEYS' FEES AND EXPERT WITNESS FEES, WHICH ARISE OR ARE CLAIMED TO ARISE OUT OF OR IN CONNECTION WITH A BREACH OF THIS AGREEMENT OR THE PERFORMANCE OF THIS AGREEMENT BY THE CONTRACTOR OR RESULTS FROM THE NEGLIGENT ACT, OMISSION, MISCONDUCT, OR FAULT OF THE CONTRACTOR OR ITS EMPLOYEES OR AGENTS. CONTRACTOR MUST, AT ITS OWN EXPENSE, INVESTIGATE ALL CLAIMS AND DEMANDS, ATTEND TO THEIR SETTLEMENT OR OTHER DISPOSITION, DEFEND ALL ACTIONS BASED THEREON WITH COUNSEL SATISFACTORY TO THE CITY ATTORNEY, AND PAY ALL CHARGES OF ATTORNEYS AND ALL OTHER COSTS AND EXPENSES OF ANY KIND ARISING OR RESULTING FROM ANY SAID LIABILITY, DAMAGE, LOSS, CLAIMS, DEMANDS, SUITS, OR ACTIONS. THE INDEMNIFICATION**

OBLIGATIONS OF CONTRACTOR UNDER THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

15. Termination.

(A) The City Manager may terminate this Agreement for Contractor's failure to perform the work specified in this Agreement or to keep any required insurance policies in force during the entire term of this Agreement. The Contract Administrator must give the Contractor written notice of the breach and set out a reasonable opportunity to cure. If the Contractor has not cured within the cure period, the City Manager may terminate this Agreement immediately thereafter.

(B) Alternatively, the City Manager may terminate this Agreement for convenience upon 30 days advance written notice to the Contractor. The City Manager may also terminate this Agreement upon 24 hours written notice to the Contractor for failure to pay or provide proof of payment of taxes as set out in this Agreement.

16. Assignment. No assignment of this Agreement by the Contractor, or of any right or interest contained herein, is effective unless the City Manager first gives written consent to such assignment. The performance of this Agreement by the Contractor is of the essence of this Agreement, and the City Manager's right to withhold consent to such assignment is within the sole discretion of the City Manager on any ground whatsoever.

17. Severability. Each provision of this Agreement is considered to be severable and, if, for any reason, any provision or part of this Agreement is determined to be invalid and contrary to applicable law, such invalidity shall not impair the operation of nor affect those portions of this Agreement that are valid, but this Agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision or part had been omitted.

18. Order of Precedence. In the event of any conflicts or inconsistencies between this Agreement, its attachments, and exhibits, such conflicts and inconsistencies will be resolved by reference to the documents in the following order of priority:

- A. this Agreement (excluding attachments and exhibits);
- B. its attachments; followed, in turn, by its exhibits.

19. Certificate of Interested Parties. Contractor agrees to comply with Texas Government Code Section 2252.908, as it may be amended, and to complete Form 1295 "Certificate of Interested Parties" as part of this Agreement if required by said statute.

20. Governing Law. This Agreement is subject to all federal, State, and local laws, rules, and regulations. The applicable law for any legal disputes arising out of this Agreement is the law of the State of Texas, and such form and venue for such disputes is the appropriate district, county, or justice court in and for Nueces County, Texas.

21. Entire Agreement. This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes all prior negotiations, arrangements, agreements and understandings, either oral or written, between the parties

CONTRACTOR

Signed by:

Signature: Art Reinhardt
C2E4800AC865424

Printed Name: Art Reinhardt

Title: San Antonio Local Business Lead, Assistant Vice President

Date: 3/3/2022

CITY OF CORPUS CHRISTI

Josh Chronley Date
Assistant Director, Finance - Procurement

APPROVED AS TO LEGAL FORM:

Assistant City Attorney Date

Attached and Incorporated by Reference:

- Attachment A: Scope of Work
- Attachment B: Bid/Pricing Schedule



ATTACHMENT A: SCOPE OF WORK

CITY OF CORPUS CHRISTI GRANT SUPPORT SERVICES

An effective partnership with a grant assistance consultant is vital for the City of Corpus Christi (City) to meet its strategic funding goals and commitment to provide high-quality applications that present proposed projects in a manner appropriate for public viewing. This Grant Support Services contract will enable the City to further extend and supplement in-house resources with the additional capacity and expertise necessary to seek state and federal grant funding for key projects, and to meet the challenges faced in delivering the projects.

Since 2009, WSP USA Inc. (WSP) has helped clients secure approximately \$27.8 billion in federal discretionary grant funding and financing for over 140 highway, transit, freight, and passenger rail projects. WSP approaches grant assistance through rigorous planning, skillful research and analysis, high-quality technical writing, effective storytelling, and detailed QA/QC review. We understand that grant application cycles are short, and typically introduce new project requirements and evaluation criteria. These factors require a team that is organized, systematic, and disciplined in managing the grant application process from beginning to end.

The following represents a scope of services between the City and WSP to provide support with the identification and application of potential plans, projects, or programs to advance through state and federal financing processes.

SCOPE OF SERVICES

Securing funds for infrastructure investments is challenging in today's environment of limited state and local resources, uncertain federal funding and frequently changing rules and procedures. WSP closely tracks federal grant programs to help agencies take full advantage of available opportunities. We will deliver maximum value to the City in securing funding for projects to improve communities, commerce, and the climate. Outlined below is our scope and estimated fee to assist the City through this process.

Task 1: Project Management/Coordination

- 1.1) WSP will attend virtual coordination meetings with City in addition to miscellaneous written and verbal communication as needed.
- 1.2) WSP shall provide monthly progress reports and invoicing.

Task 2: RAISE Grant (FY 2022) Determination

- 2.1) WSP will perform a Grant Determination for priority projects recommended by the City. Every project has its own story and we know how to tell that story in a way that speaks to the federal decision-making process, distinguishing our clients' winning grant applications from their competition. To this end, WSP will engage the City in a discussion to decide on the best approach for submitting a successful grant application, including:
 - Determining the most strategic "grant applicant"
 - Determining the most strategic "project", based on Program eligibility, to which the grant would be applied
 - Identifying the elements that will make the project's story compelling



- Identifying the data and analysis needed to best convey the story

In addition, we will monitor grant-making agency direction on grant application requirements, criteria, procedures, timing, and endorsement efforts to help clients remain well positioned to respond to the request for grant applications within the appointed window. This may include: (1) assisting the City with identifying elected officials, project partners, and other key stakeholders from whom to obtain letters of endorsement or support; and (2) reviewing and recommending grant application analytical components that are not required, but may help make the case more compelling for receiving grant funding (e.g., economic impacts of construction in terms of direct, indirect and induced person-year jobs, job earnings, and overall economic activity).

ASSUMPTIONS

- + City will provide up to three priority projects to review for the Grant Determination.
- + City will provide available project information such as scope, cost, schedule/status, and known challenges/issues/constraints.
- + Priority projects will be located in historically disadvantaged communities or areas of persistent poverty to increase the federal cost share above 80% with the goal of no local match.

DELIVERABLES

- + RAISE Determination

Task 3: RAISE Grant (FY 2022) Application

- 3.1) WSP will determine if a Benefit Cost Analysis (BCA) is required for the grant application. A BCA is required for capital projects and is not required for planning projects. If a BCA is required, WSP will conduct a Grant Application Technical Analysis required develop the BCA. Based on the available data provided by the client, WSP will assemble and calculate various mobility benefits (e.g., time savings, vehicle miles traveled (VMT) savings, congestion reduction, operating cost savings), safety benefits from reduced crashes and associated bodily injury and property damage, environmental benefits from reduced vehicular emissions, economic benefits from improved flow of traffic, and other related benefits that may be identified over the course of the work. Additional analyses may be undertaken to help convey a more compelling case for the grant application.
- 3.2) If a grant application can be completed, WSP will prepare a draft Grant Application narrative and, if needed, technical analysis report, for review by the City. Recommended revisions will be incorporated into a final grant application package that the WSP team formats and prepares for submission to the granting entity.

ASSUMPTIONS

- + There is one eligible project identified to proceed with the grant application.
- + A Benefit Cost Analysis will be required for the grant application.

DELIVERABLES

- + RAISE Grant Application

---SEE NEXT PAGE---



The following table summarizes the *estimated* timeline for the RAISE Grant (FY 2022).

MILESTONE	SCHEDULE	LEAD
Review of Documents and Data	3/7/2022	WSP/City
Benefit Cost Analysis Data Collection	3/7/2022	WSP/City
Submit Draft Grant Application for Review	3/18/2022	WSP
City to Provide Comments to WSP on Draft Grant Application	3/25/2022	City
Submit Final Grant Narrative for City "Fatal Flaw" Review	4/4/2022	WSP
Submit BCA Results and Memo for City Review	4/4/2022	WSP
Final Review of all Application Materials Submitted to WSP	4/7/2022	City
Submit Final Grant Application package to City	4/12/2022	WSP
Submit/Upload Grant Application Materials to Grants.Gov	4/13/2022	City
RAISE Grant Deadline	4/14/2022	City

FEE ESTIMATE

The following table summarizes the estimated fee for the above Scope of Services.

TASK	ESTIMATED HOURS	ESTIMATED FEE
Task 1: Project Management/Coordination	58	\$9,420.00
Task 2: RAISE Grant (FY 2022) Determination	20	\$4,260.00
Task 3: RAISE Grant (FY 2022) Application	376	\$53,720.00
Total	454	\$67,400.00

ATTACHMENT B: PRICING SCHEDULE

Project Name: City of Corpus Christi Grant Support Services
 Name of Firm: W SP
 Date Proposal Submitted: 2/25/2022
 Project Manager: Art Reinhardt, PE, CFM

Position/Personnel Title	Project Manager	QC/QA	Lead Grant Expert	Grant / Narrative Lead	Narrative Support Specialist	Technical Lead	Technical Support Specialist	Graphics Specialist	Senior Engineer	Project Accountant / Admin	
Fully-Loaded Hourly Wage Rates * (as defined below)	\$260.00	\$215.00	\$180.00	\$170.00	\$95.00	\$140.00	\$95.00	\$140.00	\$230.00	\$130.00	
Task to be Performed											
Task 1. Project Management/Coordination											Hours Total Hours
1.1) Weekly virtual coordination meetings & other correspondence	8	4	8	8	8	8	8	0	0	0	52
1.2) Monthly progress reports & invoices	2	0	0	0	0	0	0	0	0	4	6
Task 2. RAISE Grant (FY 2022) Determination											
2.1) Grant Determination	4	4	8	0	0	0	0	0	4	0	20
Task 3. RAISE Grant (FY 2022) Application											
3.1) Grant Application Technical Analysis	4	20	0	0	0	60	80	0	8	0	172
3.2) Grant Application Document	8	20	24	60	80	0	0	8	4	0	204
Total Hours	26	48	40	68	88	68	88	8	16	4	454
Total Labor	\$6,760.00	\$10,320.00	\$7,200.00	\$11,560.00	\$8,360.00	\$9,520.00	\$8,360.00	\$1,120.00	\$3,680.00	\$520.00	\$67,400.00
W SP Expenses											
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Total
Total Expenses											\$0.00
TOTAL FEE PROPOSAL											
											\$67,400.00

*A fully-loaded Hourly Wage Rate is defined as an employee's base hourly rate plus labor overhead (including fringe benefits), general and administrative (indirect) expenses, profit and escalation (if applicable).