

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

**FOR PROJECT (No./Name) 18069A - Greenwood Wastewater Treatment Plant Dissolved Air
Flotation Unit Rehabilitation & Odor Control**

The City of Corpus Christi, a Texas home rule municipal corporation, P.O. Box 9277, Corpus Christi, Nueces County, Hazen Sawyer, a New York Corporation with a Corpus Christi office, 5626 S. Staples Street, Corpus Christi, Nueces County, Texas 78411, (Consultant), hereby agree as follows:

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ARTICLE I – SCOPE OF SERVICES

1.1 The Consultant shall provide to Engineering Services its Scope of Services, to be incorporated herein and attached to this Agreement as **Exhibit A**. The Scope of Services shall include all associated services required for Consultant to provide such Services, pursuant to this Agreement, and any and all Services that would normally be required by law or common due diligence in accordance with the standard of care defined in Article XIII of this Agreement. The approved Scope of Services defines the services to be performed by Consultant under this Agreement.

1.2 Consultant shall follow City Codes and Standards effective at the time of the execution of the contract. At review milestones, the Consultant and City will review the progress of the plans to ensure that City Codes and Standards are followed unless specifically and explicitly excluded from doing so in the approved Scope of Services attached as **Exhibit A**. A request made by either party to deviate from City standards after the contract is executed must be in writing.

1.3 Consultant shall provide labor, equipment and transportation necessary to complete all services agreed to hereunder in a timely manner throughout the term of the Agreement. Persons retained by Consultant to perform work pursuant to this Agreement shall be employees or subconsultants of Consultant. Upon request, Consultant must provide City with a list of all subconsultants that includes the services performed by subconsultant and the % of work performed by subconsultant (in dollars). Changes in Consultant's proposed team as specified in the SOQ or Scope of Services must be agreed to by the City in writing.

1.4 Consultant shall not begin work on any phase/task authorized under this Agreement until they are briefed on the scope of the Project and are notified in writing to proceed. If the scope of the Project changes, either Consultant or City may request a review of the changes with an appropriate adjustment in compensation.

1.5 Consultant will provide monthly status updates (project progress or delays) in the format requested by the City with each monthly invoice.

1.6 For design services, Consultant agrees to render the professional services necessary for the advancement of the Project through Final Completion of the Construction Contract. Consultant acknowledges and accepts its responsibilities, as defined and described in City's General Conditions for Construction Contracts, excerpt attached as **Exhibit D**.

1.6.1 The Consultant agrees to serve as the City's Designer as defined in the General Conditions and will consult and advise the City on matters related to the Consultant's Scope of Services during the performance of the Consultant's services.

1.6.2 The Consultant agrees to prepare plans, specification, bid and contract documents and to analyze bids and evaluate the documents submitted by bidders.

1.6.3 The Consultant agrees to assist the City in evaluating the qualifications of the prospective contractors, subcontractors and suppliers.

1.7 For projects that require subsurface utility investigation:

1.7.1 The Consultant agrees to prepare and submit to the City prior to the 60% submittal a signed and sealed report identifying all utilities within the project area at the Quality Level specified in **Exhibits A and A-4**. It is assumed that all utilities will be identified using Quality Level A exploratory excavation unless stated otherwise.

1.7.2 Utilities that should be identified include but are not limited to utilities owned by the City, local franchises, electric companies, communication companies, private pipeline companies and 3rd party owners/operators.

1.8 For project with potential utility conflicts:

1.8.1 The Consultant agrees to coordinate the verification and resolution of all potential utility conflicts.

1.8.2 The Consultant agrees to prepare and submit a monthly Utility Coordination Matrix to the City.

1.9 The Consultant agrees to complete the Scope of Services in accordance with the approved project schedule and budget as defined in **Exhibit A**, including completing the work in phases defined therein.

ARTICLE II – QUALITY CONTROL

2.1 The Consultant agrees to perform quality assurance-quality control/constructability reviews (QCP Review). The City reserves the right to retain a separate consultant to perform additional QCP services for the City.

2.2 The Consultant will perform QCP Reviews at intervals during the Project to ensure deliverables satisfy applicable industry quality standards and meet the requirements of the Project scope. Based on the findings of the QCP Review, the Consultant must reconcile the Project Scope and the Opinion of Probable Cost (OPC), as needed.

2.3 Final construction documents that do not meet City standards in effect at the time of the execution of this Agreement may be rejected. If final construction documents are found not to be in compliance with this Agreement, Consultant will not be compensated for having to resubmit documents.

ARTICLE III – COMPENSATION

3.1 The Compensation for all services (Basic and Additional) included in this Agreement and in the Scope of Services for this Agreement shall not exceed **\$612,500 for a total fee not to exceed \$661,800.**

3.2 The Consultant's fee will be on a lump sum or time and materials (T&M) basis as detailed in **Exhibit A** and will be full and total compensation for all services and for all expenses incurred in performing these services. Consultant shall submit a Rate Schedule with their proposal. City and Consultant agree that the Rate Schedule is considered confidential information that may be excluded from public disclosure under Texas Government Code Chapter 552 as determined by the Texas Attorney General.

3.3 The Consultant agrees to complete the Scope of Services in accordance with the approved project schedule and budget as defined in **Exhibit A**, including completing the work in phases defined therein.

3.4 The Director of Engineering Services may request the Consultant to undertake additional services or tasks provided that no increase in fee is required. Services or tasks requiring an increase of fee will be mutually agreed and evidenced in writing as an amendment to this contract. Consultant shall notify the City within three (3) days of notice if tasks requested requires an additional fee.

3.5 Monthly invoices will be submitted in accordance with the Payment Request as shown in **Exhibit B**. Each invoice will include the Consultant's estimate of the proportion of the contracted services completed at the time of billing. For work performed on a T&M Basis, the invoice shall include documentation that shows who worked on the Project, the number of hours that each individual worked, the applicable rates from the Rate Schedule and any reimbursable expenses associated with the work. City will make prompt monthly payments in response to Consultant's monthly invoices.

3.6 Principals may only bill at the agreed hourly rate for Principals (as defined in the Rate Schedule) when acting in that capacity. Principals acting in the capacity of staff must bill at applicable staff rates.

3.7 Consultant certifies that title to all services covered by a Payment Request shall pass to City no later than the time of payment. Consultant further certifies that, upon submittal of a Payment Request, all services for which Payment Requests have been previously issued and payments received from City shall, to the best of Consultant's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of Consultant or other persons or entities making a claim by reason of having provided labor or services relating to this Agreement. **CONSULTANT SHALL INDEMNIFY AND HOLD CITY HARMLESS FROM ANY LIENS, CLAIMS, SECURITY INTERESTS OR ENCUMBRANCES FILED BY ANYONE CLAIMING BY, THROUGH OR UNDER THE ITEMS COVERED BY PAYMENTS MADE BY CITY TO CONSULTANT.**

3.8 The final payment due hereunder shall not be paid until all reports, data and documents have been submitted, received, accepted and approved by City. Final billing shall indicate "Final Bill – no additional compensation is due to Consultant."

3.9 City may withhold compensation to such extent as may be necessary, in City's opinion, to protect City from damage or loss for which Consultant is responsible, because of:

3.9.1 delays in the performance of Consultant's work;

3.9.2 failure of Consultant to make payments to subconsultants or vendors for labor, materials or equipment;

3.9.3 damage to City; or

3.9.4 persistent failure by Consultant to carry out the performance of its services in accordance with this Agreement.

3.10 When the above reasons for withholding are removed or remedied by Consultant, compensation of the amount withheld shall be made within 30 days. City shall not be deemed in default by reason of withholding compensation as provided under this Agreement.

3.11 In the event of any dispute(s) between the Parties regarding the amount properly compensable for any phase or as final compensation or regarding any amount that may be withheld by City, Consultant shall be required to make a claim pursuant to and in accordance with the terms of this Agreement and follow the procedures provided herein for the resolution of such dispute. In the event Consultant does not initiate and follow the claims procedures as required by the terms of this Agreement, any such claim shall be waived.

3.12 Request of final compensation by Consultant shall constitute a waiver of claims except those previously made in writing and identified by Consultant as unsettled at the time of final Payment Request.

3.13 All funding obligations of the City under this Agreement are subject to the appropriation of funds in its annual budget. The City may direct the Consultant to suspend work pending receipt and appropriation of funds. The right to suspend work under this provision does not relieve the City of its obligation to make payments in accordance with section 3.5 above for services provided up to the date of suspension.

ARTICLE IV – TIME AND PERIOD OF SERVICE

4.1 This Agreement shall be effective upon the signature of the City Manager or designee (Effective Date).

4.2 This service shall be for a period of _____ years beginning on the Effective Date. ~~The Agreement may be renewed for up to _____ one-year renewal options upon mutual agreement of the parties to be evidenced in writing prior to the expiration date of the prior term. Any renewals shall be at the same terms and conditions, plus any approved changes.~~

4.3 The Consultant agrees to begin work on those authorized Services for this contract upon receipt of the Notice to Proceed from the Director of Engineering Services. Work will not begin on any phase or any Additional Services until requested in writing by the Consultant and written authorization is provided by the Director of Engineering Services.

4.4 Time is of the essence for this Agreement. Consultant shall perform and complete its obligations under this Agreement in a prompt and continuous manner so as to not delay the Work for the Project, in accordance with the schedules approved by City. The Consultant and City are aware that many factors may affect the Consultant's ability to complete the services to be provided under this agreement. The Consultant must notify the City within ten business days of becoming aware of a factor that may affect the Consultant's ability to complete the services hereunder.

4.5 City shall perform its obligations of review and approval in a prompt and continuous manner so as to not delay the project.

4.6 This Agreement shall remain in force for a period which may reasonably be required for completion of the Project, including any extra work and any required extensions thereto, unless terminated as provided for in this Agreement. For construction design services, "completion of the Project" refers to acceptance by the City of the construction phase of the Project, i.e., Final Completion.

ARTICLE V – OPINIONS OF COST

5.1 The Opinion of Probable Cost (OPC) is computed by the Consultant and includes the total cost for construction of the Project.

5.2 The OPC does not include the cost of the land, rights-of-way or other costs which are the responsibility of the City.

5.3 Since Consultant has no control over a construction contractor's cost of labor, materials or equipment, or over the contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant's opinions of probable Project Cost or Construction Cost provided herein are to be made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as a design professional familiar with the construction industry, but Consultant cannot and does not guarantee proposals, bids or the construction cost shall not vary from the OPC prepared by Consultant.

ARTICLE VI – INSURANCE REQUIREMENTS

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

6.2 Insurance Requirements are shown in **EXHIBIT C**.

ARTICLE VII – INDEMNIFICATION

Consultant shall fully indemnify and hold harmless the City of Corpus Christi and its officials, officers, agents, employees, excluding the engineer or architect or that person's agent, employee or subconsultant, over which the City exercises control ("Indemnitee") from and against any and all claims, damages, liabilities or costs, including reasonable attorney fees and court costs, to the extent that the damage is caused by or results from an act of negligence, intentional tort, intellectual property infringement or failure to pay a subcontractor or supplier committed by

Consultant or its agent, Consultant under contract or another entity over which Consultant exercises control while in the exercise of rights or performance of the duties under this agreement. This indemnification does not apply to any liability resulting from the negligent acts or omissions of the City or its employees, to the extent of such negligence.

Consultant shall defend Indemnitee, with counsel satisfactory to the City Attorney, from and against any and all claims, damages, liabilities or costs, including reasonable attorney fees and court costs, if the claim is not based wholly or partly on the negligence of, fault of or breach of contract by Indemnitee. If a claim is based wholly or partly on the negligence of, fault of or breach of contract by Indemnitee, the Consultant shall reimburse the City's reasonable attorney's fees in proportion to the Consultant's liability.

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

ARTICLE VIII – TERMINATION OF AGREEMENT

8.1 By Consultant:

8.1.1 The City reserves the right to suspend this Agreement at the end of any phase for the convenience of the City by issuing a written and signed Notice of Suspension. The Consultant may terminate this Agreement for convenience in the event such suspension extends for a period beyond 120 calendar days by delivering a Notice of Termination to the City.

8.1.2 The Consultant must follow the Termination Procedure outlined in this Agreement.

8.2 By City:

8.2.1 The City may terminate this agreement for convenience upon seven days written notice to the Consultant at the address of record.

8.2.2 The City may terminate this agreement for cause upon ten days written notice to the Consultant. If Consultant begins, within three days of receipt of such notice, to correct its failure and proceeds to diligently cure such failure within the ten days, the agreement will not terminate. If the Consultant again fails to perform under this agreement, the City may terminate the agreement for cause upon seven days written notice to the Consultant with no additional cure period. If the City terminates for cause, the City may reject any and all proposals submitted by Consultant for up to two years.

8.3 Termination Procedure

8.3.1 Upon receipt of a Notice of Termination and prior to the effective date of termination, unless the notice otherwise directs or Consultant takes action to cure a failure to perform under the cure period, Consultant shall immediately begin the phase-out and discontinuance of all services in connection with the performance of this Agreement. Within 30 calendar days after receipt of the Notice of Termination, unless Consultant has successfully cured a failure to perform, Consultant shall submit a statement showing in detail the services performed under this Agreement prior to the effective date of termination. City retains the option to grant an extension to the time period for submittal of such statement.

8.3.2 Consultant shall submit all completed and/or partially completed work under this Agreement, including but not limited to specifications, designs, plans and exhibits.

8.3.3 Upon receipt of documents described in the Termination Procedure and absent any reason why City may be compelled to withhold fees, Consultant will be compensated for its services based upon a Time & Materials calculation or Consultant and City's estimate of the proportion of the total services actually completed at the time of termination. There will be no compensation for anticipated profits on services not completed.

8.3.4 Consultant acknowledges that City is a public entity and has a duty to document the expenditure of public funds. The failure of Consultant to comply with the submittal of the statement and documents, as required above, shall constitute a waiver by Consultant of any and all rights or claims to payment for services performed under this Agreement.

ARTICLE IX – RIGHT OF REVIEW AND AUDIT

9.1 Consultant grants City, or its designees, the right to audit, examine or inspect, at City's election, all of Consultant's records relating to the performance of the Work under this Agreement, during the term of this Agreement and retention period herein. The audit, examination or inspection may be performed by a City designee, which may include its internal auditors or an outside representative engaged by City. Consultant agrees to retain its records for a minimum of four (4) years following termination of the Agreement, unless there is an ongoing dispute under this Agreement, then such retention period shall extend until final resolution of the dispute.

9.2 Consultant's records include any and all information, materials and data of every kind and character generated as a result of and relevant to the Work under this Agreement (Consultant's Records). Examples include billings, books, general ledger, cost ledgers, invoices, production sheets, documents, correspondence, meeting notes, subscriptions, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, reports, drawings, receipts, vouchers, memoranda, time sheets, payroll records, policies, procedures, and any and all other agreements, sources of information and matters that may, in City's and Consultant's reasonable judgment, have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any Agreement Documents.

9.3 City agrees that it shall exercise the right to audit, examine or inspect Consultant's Records only during Consultant's regular business hours. Consultant agrees to allow City's designee access to all of Consultant's Records, Consultant's facilities and Consultant's current employees, deemed necessary by City or its designee(s), to perform such audit, inspection or examination. Consultant also agrees to provide adequate and appropriate work space necessary to City or its designees to conduct such audits, inspections or examinations.

9.4 Consultant shall include this audit clause in any subcontractor, supplier or vendor contract.

ARTICLE X – OWNER REMEDIES

10.1 The City and Consultant agree that in the event the City suffers actual damages, the City may elect to pursue its actual damages and any other remedy allowed by law. This includes but is not limited to:

10.1.1 Failure of the Consultant to make adequate progress and endanger timely and successful completion of the Project, which includes failure of subconsultants to meet contractual obligations;

10.1.2 Failure of the Consultant to design in compliance with the laws of the City, State and/or federal governments, such that subsequent compliance costs exceed expenditures that would have been involved had services been properly executed by the Consultant.

10.1.3 Losses are incurred because of errors and/or omissions in the design, working drawings, specifications or other documents prepared by the Consultant to the extent that the financial losses are greater than the City would have originally paid had there not been errors and/or omissions in the

documents.

10.2 When the City incurs non-value added work costs for change orders due to design errors and/or omissions, the City will send the Consultant a letter that includes:

- (1) Summary of facts with supporting documentation;
- (2) Instructions for Consultant to revise design documents, if appropriate, at Consultant's expense;
- (3) Calculation of non-value added work costs incurred by the City; and
- (4) Deadline for Consultant's response.

10.3 The Consultant may be required to revise bid documents and re-advertise the Project at the Consultant's sole cost if, in the City's judgment, the Consultant generates excessive addenda, either in terms of the nature of the revision or the actual number of changes due to the Consultant's errors or omissions.

10.4 The City may withhold or nullify the whole or part of any payment as detailed in Article III.

ARTICLE XI – CONSULTANT REMEDIES

11.1 If Consultant is delayed due to uncontrollable circumstances, such as strikes, riots, acts of God, national emergency, acts of the public enemy, governmental restrictions, laws or regulations or any other causes beyond Consultant's and City's reasonable control, an extension of the Project schedule in an amount equal to the time lost due to such delay shall be Consultant's sole and exclusive remedy. The revised schedule should be approved in writing with a documented reason for granting the extension.

11.2 The City agrees that the Consultant is not responsible for damages arising from any cause beyond Consultant's reasonable control.

11.3 If Consultant requests a remedy for a condition not specified above, Consultant must file a Claim as provided in this Agreement.

ARTICLE XII – CLAIMS AND DISPUTE RESOLUTION

12.1 Filing of Claims

12.1.1 Claims arising from the circumstances identified in this Agreement or other occurrences or events, shall be made by Written Notice delivered by the party making the Claim to the other party within twenty-one (21) calendar days after the start of the occurrence or event giving rise to the Claim and stating the general nature of the Claim.

12.1.2 Every Claim of Consultant, whether for additional compensation, additional time or other relief, shall be signed and sworn to by a person authorized to bind the Consultant by his/her signature, verifying the truth and accuracy of the Claim.

12.1.3 The responsibility to substantiate a claim rests with the party making the Claim.

12.1.4 Within thirty (30) calendar days of receipt of notice and supporting documentation, City will meet to discuss the request, after which an offer of settlement or a notification of no settlement offer will be sent to Consultant. If Consultant is not satisfied with the proposal presented, Consultant will have thirty (30) calendar days in which to (i) submit additional supporting data requested by the City, (ii) modify the initial request for remedy or (iii) request Mediation.

12.1.5 Pending final resolution of a claim, except as otherwise agreed in writing, Consultant shall proceed

diligently with performance of the Agreement, and City shall continue to make payments in accordance with this Agreement.

12.2 Mediation

12.2.1 All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

12.2.2 Before invoking mediation, the Parties agree that they shall first try to resolve any dispute arising out of or related to this Agreement through discussions directly between those senior management representatives within their respective organizations who have overall managerial responsibility for similar projects. This step shall be a condition precedent to the use of mediation. If the parties' senior management representatives cannot resolve the dispute within thirty (30) calendar days after a Party delivers a written notice of such dispute, then the Parties shall proceed with the mediation process contained herein.

12.2.3.1 In the event that City or Consultant shall contend that the other has committed a material breach of this Agreement, the Party alleging such breach shall, as a condition precedent to filing any lawsuit, request mediation of the dispute.

12.2.3.2 Request for mediation shall be in writing, and shall request that the mediation commence no less than thirty (30) or more than ninety (90) calendar days following the date of the request, except upon agreement of both parties.

12.2.3.3 In the event City and Consultant are unable to agree to a date for the mediation or to the identity of the mediator or mediators within thirty (30) calendar days of the request for mediation, all conditions precedent in this Article shall be deemed to have occurred.

12.2.3.4 The parties shall share the mediator's fee. Venue for mediation shall be Nueces County, Texas. Any agreement reached in mediation shall be enforceable as a settlement agreement in any court having jurisdiction thereof. No provision of this Agreement shall waive any immunity or defense. No provision of this Agreement is a consent to suit.

12.3 In calculating the amount of any Claim or any measure of damages for breach of contract, the following standards shall apply both to claims by Consultant and to claims by City:

12.3.1 In no event shall either Party be liable, whether in contract or tort or otherwise, to the other Party for loss of profits, delay damages or for any special incidental or consequential loss or damage of any nature arising at any time or from any cause whatsoever;

12.3.2 Damages are limited to extra costs specifically shown to have been directly caused by a proven wrong for which the other Party is claimed to be responsible.

12.4 In case of litigation between the parties, Consultant and City agree that neither party shall be responsible for payment of attorney's fees pursuant to any law or other provision for payment of attorneys' fees. Both Parties expressly waive any claim to attorney's fees should litigation result from any dispute between the parties to this Agreement.

12.5 No Waiver of Governmental Immunity. NOTHING IN THIS ARTICLE SHALL BE CONSTRUED TO WAIVE CITY'S GOVERNMENTAL IMMUNITY FROM LAWSUIT, WHICH IMMUNITY IS EXPRESSLY RETAINED TO THE EXTENT IT IS NOT CLEARLY AND UNAMBIGUOUSLY WAIVED BY STATE LAW.

ARTICLE XIII – MISCELLANEOUS PROVISIONS

13.1 Assignability. Neither party will assign, transfer or delegate any of its obligations or duties under this Agreement contract to any other person and/or party without the prior written consent of the other party, except for routine duties delegated to personnel of the Consultant staff. This includes subcontracts entered into for services under this Agreement. If the Consultant is a partnership or joint venture, then in the event of the termination of the partnership or joint venture, this contract will inure to the individual benefit of such partner or partners as the City may designate. No part of the Consultant fee may be assigned in advance of receipt by the Consultant without written consent of the City.

The City will not pay the fees of expert or technical assistance and consultants unless such employment, including the rate of compensation, has been approved in writing by the City.

13.2 Ownership of Documents. Consultant agrees that upon payment, City shall exclusively own any and all information in whatsoever form and character produced and/or maintained in accordance with, pursuant to or as a result of this Agreement, including contract documents (plans and specifications), drawings and submittal data. Consultant may make a copy for its files. Any reuse by the City, without specific written verification or adaptation by Consultant, shall be a City's sole risk and without liability or legal exposure to Consultant. The City agrees that any modification of the plans will be evidenced on the plans and be signed and sealed by a licensed professional prior to re-use of modified plans.

13.3 Standard of Care. Services provided by Consultant under this Agreement shall be performed with the professional skill and care ordinarily provided by competent licensed professionals practicing under the same or similar circumstances and professional license; and performed as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.

13.4 Licensing. Consultant shall be represented by personnel with appropriate licensure, registration and/or certification(s) at meetings of any official nature concerning the Project, including scope meetings, review meetings, pre-bid meetings and preconstruction meetings.

13.5 Independent Contractor. The relationship between the City and Consultant under this Agreement shall be that of independent contractor. City may explain to Consultant the City's goals and objectives in regard to the services to be performed by Consultant, but the City shall not direct Consultant on how or in what manner these goals and objectives are to be met.

13.6 Entire Agreement. This Agreement represents the entire and integrated Agreement between City and Consultant and supersedes all prior negotiations, representations or agreements, either oral or written. This Agreement may be amended only by written instrument signed by both the City and Consultant.

13.7 No Third Party Beneficiaries. Nothing in this Agreement can be construed to create rights in any entity other than the City and Consultant. Neither the City nor Consultant intends to create third party beneficiaries by entering into this Agreement.

13.8 Disclosure of Interest. Consultant agrees to comply with City of Corpus Christi Ordinance No. 17112 and complete the *Disclosure of Interests* form.

13.9 Certificate of Interested Parties. For contracts greater than \$50,000, Consultant agrees to comply with Texas Government Code section 2252.908 and complete Form 1295 Certificate of Interested Parties as part of this agreement. Form 1295 must be electronically filed with the Texas Ethics Commission at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. The form must then be printed, signed and filed with the City. For more information, please review the Texas Ethics Commission Rules at <https://www.ethics.state.tx.us/legal/ch46.html>.

13.10 Conflict of Interest. Consultant agrees, in compliance with Chapter 176 of the Texas Local Government Code, to complete and file Form CIQ with the City Secretary's Office. For more information and to determine if you

need to file a Form CIQ, please review the information on the City Secretary's website at <http://www.cctexas.com/government/city-secretary/conflict-disclosure/index>.

13.11 Boycott Israel. As required by Chapter 2270, Government Code, Consultant hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "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.

13.12 Controlling Law. This Agreement is governed by the laws of the State of Texas without regard to its conflicts of laws. Venue for legal proceedings lies exclusively in Nueces County, Texas. Cases must be filed and tried in Nueces County and cannot be removed from Nueces County.

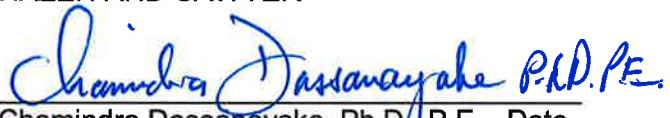
13.13 Severability. If, for any reason, any one or more Articles and/or paragraphs of this Agreement are held invalid or unenforceable, such invalidity or unenforceability shall not affect, impair or invalidate the remaining Articles and/or paragraphs of this Agreement but shall be confined in its effect to the specific Article, sentences, clauses or parts of this Agreement held invalid or unenforceable, and the invalidity or unenforceability of any Article, sentence, clause or parts of this Agreement, in any one or more instance, shall not affect or prejudice in any way the validity of this Agreement in any other instance.

13.14 Conflict Resolution Between Documents. Consultant hereby agrees and acknowledges if anything contained in the Consultant-prepared **Exhibit A**, Consultant's Scope of Services, or contained in any other document prepared by Consultant and included herein, is in conflict with Articles I-XIII of this Agreement (Articles), the Articles shall take precedence and control to resolve said conflict.

CITY OF CORPUS CHRISTI

HAZEN AND SAWYER

Jeff H. Edmonds, P.E.


Chamindra Dassanayake, Ph.D., P.E. Date
Vice President and SW Regional Manager
8350 N. Central Expressway, Suite 775
Dallas, Texas 75206
(214) 382-5750 Office
CDassanayake@hazenandsawyer.com

APPROVED

Assistant City Attorney

Date

ATTEST

City Secretary

Date

Fund Name	Accounting Unit	Account No.	Activity No.	Amount
WW2012B RevBond	4252-062	550950	18069A4252EXP	\$612,500.00
Total				\$612,500.00



EXHIBIT A SCOPE OF WORK

CITY OF CORPUS CHRISTI **Greenwood Wastewater Treatment Plant Dissolved Air Flotation Unit Rehabilitation & Odor Control** CITY PROJECT NO. 18069A

PROJECT BACKGROUND

The City owns and operates the Greenwood Wastewater Treatment Plant (GWWTP), and is interested in proceeding with improvements to the facility. A condition assessment completed in April 2014 (E13118), identified several unit processes at the plant as needing rehabilitation or improvements. In addition, the City is interested in mitigating odors present at the GWWTP that are impacting the surrounding community. The City is looking to complete an alternatives assessment to:

- Identify plant deficiencies,
- Recommend plant improvements and associated cost estimates, and
- Develop a conceptual design for the selected alternative to address both near and long-term needs at the facility.

Although, previous studies have been performed at the GWWTP including: E13118 – Greenwood WWTP Asset Management Report (2014); E10047 – Greenwood WWTP Emissions and Odor Control Improvements (2014); and the Wastewater Management Plan (2016, no comprehensive process evaluation of the plant has been performed to date. The City is interested in performing a comprehensive evaluation of the GWWTP to understand the limitations of the existing facility and develop alternatives that vision the site for current and future needs

PURPOSE

The City selected Hazen and Sawyer (ENGINEER) to provide engineering services to

- (1) Evaluate the existing unit processes at the GWWTP
- (2) Assess up to three process train alternatives for upgrading the GWWTP, and
- (3) Develop a conceptual design report for the selected alternative.

The intent of the alternatives assessment is to identify a plan for improvement that meets all key goals and drivers for GWWTP while considering potential cost savings gained through reconfiguring current operations. The objectives of project are as follows:

- 1) A detailed process evaluation will include a hydraulic capacity evaluation (development of the plant hydraulic profile), a treatment (liquids and solids) capacity evaluation, and development and calibration of a biological process model for the plant. The calibrated process model will provide a defensible basis for determining viable process configurations and vetting performance of future regulations (e.g. biological nutrient removal).
- 2) An alternatives assessment utilizing the calibrated biological process model will evaluate up to three (3) alternatives for upgrading the unit processes at the Greenwood WWTP. The alternatives assessment will detail the process and infrastructure requirements needed to meet treatment goals to provide planning level costs and aid in the selection of future GWWTP improvements
- 3) A conceptual basis of design and opinion of probable cost for the selected alternative will provide a scope of work for detailed design improvements needed at the GWWTP.

SCOPE OF SERVICES

1. CONCEPTUAL DESIGN BASIS

1.01 Project Progress Meetings and Minutes

ENGINEER will coordinate the kick-off meeting and regular progress meetings. ENGINEER will prepare meeting minutes and will finalize and distribute after review by The City's staff.

Scope Item Assumptions:

- Meetings will be held at the Corpus Christi Utilities building
- Utilities and Engineering Services Staff will attend progress meetings.
- ENGINEER's staff working on the project remotely will dial in by phone as necessary

Meetings:

- One (1) one-hour kickoff meeting
- Five (5) one-hour progress meetings (bi-monthly) with utility and engineering services staff

Deliverables:

- Meeting Minutes and sign-in sheet

1.02 Project Coordination

ENGINEER will coordinate with utilities staff regarding wastewater sampling at the Greenwood WWTP for the process evaluation and historical data requests. The ENGINEER will coordinate with Engineering Services regarding historical document and drawings requests.

Scope Item Assumptions:

- The City staff will provide historical documents, drawings and data as requested.

Meetings:

Included under Subtask 1.01 Project Progress Meetings and Minutes.

Deliverables:

N/A

1.03 Detailed Project Schedule and Updates

ENGINEER will provide project schedule to the City with updates as the project progresses.

Scope Item Assumptions:

- The City staff will provide feedback on project schedule.

Meetings:

Included under Subtask 1.01 Project Progress Meetings and Minutes.

Deliverables:

- One (1) project schedule at the kickoff meeting
- Three (3) project schedule updates

1.04 Site Survey and Coordination

ENGINEER will review historical drawings and perform additional minimal surveying activities to confirm elevations of critical structures that are required to complete the hydraulic capacity task listed below. This effort may include:

- Review existing plant survey information for data (elevations of equipment)
- Critical elevations, such as top of weirs, top of structure, water level over weirs, and freeboard, will be field surveyed to confirm as-built/record drawing information.
- Site survey for missing information (if needed)

Scope Item Assumptions:

- The City staff will provide existing plan drawings or site survey AutoCAD file to ENGINEER.

Meetings:

Included under Subtask 1.01 Project Progress Meetings and Minutes.

Deliverables:

- N/A

1.05 Review Existing Geotechnical Investigation Findings

ENGINEER will review existing geotechnical investigation information.

Scope Item Assumptions:

- The City staff will provide existing geotechnical investigation report to the ENGINEER.
- Effort does not account for ENGINEER to perform or review new geotechnical evaluations.

Meetings:

Included under Subtask 1.01 Project Progress Meetings and Minutes.

Deliverables:

- N/A

1.06 Process Evaluation

1.06 A Hydraulic Capacity Evaluation

ENGINEER will review historical flows to the Greenwood WWTP. A site walk through will be conducted with plant staff, and the ENGINEER will review and evaluate previously completed wastewater flow projections and influent peaking factor from studies by others.

ENGINEER will develop a hydraulic profile of the WWTP using HazenPro software. ENGINEER will determine maximum month and associated peak hourly flow rates that the plant is capable of hydraulically conveying without submerging weirs and/or overloading unit processes. Considerations for wet weather operating protocol and bypass configurations will be incorporated by the ENGINEER. A peaking factor (based on historical influent flow data) will be applied to estimate the hydraulic condition at the peak

2-hour flow. Hydraulic restrictions and limitations will be identified at the maximum determined flow rate.

ENGINEER will calculate the hydraulic grade line through the WWTP and the hydraulic capacity of the treatment facilities at various flows using the hydraulic model to identify hydraulic bottlenecks that must be addressed within each alternative treatment approach. The plant's 100-year flood elevation will be confirmed utilizing the most current FEMA maps. Two (2) meetings will be conducted with plant staff to confirm existing flow path, size, and location of buried pipelines.

Scope Item Assumptions:

- The City staff will provide historical flow data to ENGINEER.
- The City will provide all necessary information to validate flow projections/peaking factors.
- The City staff will meet with the ENGINEER to confirm existing flow path and size and location of buried pipelines.

Meetings:

- One (1) two-hour onsite walk through with plant staff
- One (1) two-hour meeting to confirm historical flow data

Deliverables:

- Hydraulic profiles of the three (3) evaluated alternatives

1.06 B Liquids and Solids Treatment Capacity Evaluation

ENGINEER will review historical wastewater loads to the Greenwood WWTP. A site walk through will be conducted with plant staff. ENGINEER will develop a supplemental sampling plan for additional required data and review supplemental sampling results provided by the City.

ENGINEER will conduct a liquid treatment process evaluation to meet the plant's current NPDES permit discharge limits. ENGINEER will develop a biological process model using BioWin™ software. The process model will be calibrated using supplemental sampling data collected as part of this project and validated with historical reported data. Additionally, the ENGINEER will develop a special sampling plan at major unit process locations which will include speciation of influent wastewater and recycle flows to verify performance data, developing accurate loading information, and establishing process capacity limits in order to calibrate the process model. The following unit processes will be evaluated: primary clarifiers, blowers, aeration basins, secondary clarifiers, RAS/WAS pumping facilities, DAFT, anaerobic digesters, digester pumping facilities, and belt filter press.

The evaluation of each unit process will include:

- Identifying unit process sizing criteria and any deficiencies that must be addressed to reliably meet the plant's discharge permit limits.
- Evaluating the potential to modify the existing facilities to address any identified deficiencies. Of particular importance is the aeration basin blowers capability to turndown to meet air requirements during minimum flow conditions.

The ENGINEER will utilize a process model to simulate plant performance under varying plant flows and loads. Plant data will be utilized for model input and calibration. This will require a characterization of historical raw wastewater data and field sampling of existing unit processes to develop a nutrient profile through the treatment process.

ENGINEER will characterize the influent of the WWTP including:

- Characterize potential influent wastewater average, maximum month and maximum day concentrations based on historical information.
- Confirm flow peaking factors for maximum month and peak hourly flows based on existing flow records and predicted changes to the flow characteristics.

ENGINEER will perform special sampling with the assistance of City staff for a period of one week. Two types of sampling will be performed:

- Composite sampling (minimum of seven consecutive days preferably during grab sampling event) – the City will assist in setting up automated samplers (if they currently are not used) for the WWTP influent, primary effluent and final effluent. The City will collect the samples daily and the analysis will be filtered and analyzed by City staff or their contracted laboratory
- Profile grab sampling (five separate profiles over three days) – the ENGINEER will collect grab samples at various unit process and perform analysis in the field with the exception of TSS, VSS, BOD₅ and TKN which the City staff and/or contract laboratory will analyze.

ENGINEER will conduct a solids treatment process evaluation. Historical plant data will be analyzed to estimate sludge quantities and compared to actual sludge production numbers. Sludge wasting, thickening, digestion, and dewatering facilities will be evaluated to include:

- Identifying unit process sizing criteria and any deficiencies that must be addressed to reliably treat sludge produced based upon an annual average plant flow of 8 mgd.
- Evaluating the potential to modify the existing facilities to address any identified deficiencies.

Scope Item Assumptions:

- The City staff will provide historical influent wastewater load and flow data to ENGINEER.
- The ENGINEER with the City's assistance will perform one supplemental sampling event.
- The City will provide or rent auto-samplers required for the supplemental sampling event.
- The City will prepare and transport samples that require analysis by the City staff and/or contract laboratory
- It is assumed that responsibility for the sampling and analysis will be divided as follows:
 - Composite sampling, filtration and analysis will be conducted by the City staff and/or contracted laboratory
 - Profile grab sampling will be conducted by ENGINEER. Analysis will be performed by the ENGINEER with exception of TSS, VSS, BOD₅ and TKN analysis which will be performed by the City staff and/or contracted laboratory
- Laboratory analysis costs for the composite sampling analysis and the TSS, VSS, BOD₅ and TKN for grab samples are not included as part of the ENGINEER's fee

Meetings:

- Three (3) one-hour operations meetings with plant staff
- Three (3) days of special sampling

Deliverables:

- Section on biological process modeling development, calibration, validation and assessment in the Draft Conceptual Design Report

1.06 C Asset Validation of Existing Condition Assessment Reports

ENGINEER will validate previous condition assessments for each unit process based and present alternatives based on proven treatment equipment and processes. Major aspects to be considered include:

- Aeration basins
- Primary clarifiers
- Secondary clarifiers
- Dissolved air flotation
- Anaerobic digesters
- Belt filter press and polymer feed system
- Pumping/piping

Engineer will validate the previous condition assessments of the existing plant buildings and structures. An evaluation will be performed to determine if it is more cost-effective to

rehabilitate or to demolish and construct new structures. This work will be coordinated closely with Tasks 1.06B and 1.07. In addition, existing plant will be assessed in general water tightness of roofing systems, structural cracks, ventilation, and conformance to the applicable building codes. The assessment will delineate deficiencies and provide recommended improvements and associated construction cost estimates.

Three (3) two-hour site visits for the asset validation of existing condition assessment reports will be conducted by the ENGINEER in order to confirm information obtained in the reports.

Scope Item Assumptions:

- The City staff will provide existing condition assessment report(s) to the ENGINEER.

Meetings:

- Three (3) two-hour site visits for asset validation

Deliverables:

- Section on asset validation of existing condition assessment in the Draft Conceptual Design Report.

1.06 D Odor Control Gap Evaluation

ENGINEER will review the odor control assessment report for the Greenwood WWTP and identify any gaps in the report. Alternatives will be evaluated with respect to odor control for the following unit processes:

- Primary clarifiers
- Solids drying beds (currently only used for sewer flushing solids)

Additionally, the ENGINEER will evaluate odors for impact to the community offsite. The ENGINEER will coordinate with City Staff to understand current and previous odor control measures employed at other WWTPs to provide uniformity in odor control systems when possible.

Scope Item Assumptions:

- The City staff will provide the existing odor control evaluations to the ENGINEER.
- The City will provide any available odor complaint history for the past 3 years.
- The City staff will provide information on odor control systems at other WWTPs.

Meetings:

Included under Subtask 1.06 B Treatment (Liquids/Solids) capacity evaluation and process modeling.

Deliverables:

- Section on odor control gap evaluation of existing odor control evaluation in the Draft Conceptual Design Report.

1.06 E Electrical Evaluation

ENGINEER will evaluate electrical equipment and electrical distribution system at the WWTP based on existing condition assessment report by others. ENGINEER will also complete a standby power evaluation.

Scope Item Assumptions:

- The City staff will provide existing electrical system data to the ENGINEER.
- The City staff will provide existing condition assessment report(s) to the ENGINEER.
- The City staff will furnish an employee who is knowledgeable with the plant's electrical system to open MCCs, switchgear, lighting panels, etc.

Meetings:

- Three (3) two-hour site-visits or meetings with plant staff regarding electrical evaluation

Deliverables:

- Section on electrical evaluation, electrical distribution system evaluation and standby power in the Draft Conceptual Design Report.

1.06 F I & C and SCADA Evaluation

ENGINEER will evaluate hardware and software at the WWTP based on existing condition assessment report by others and discussions with plant staff. ENGINEER will conduct a network analysis and process evaluation at the plant. Hardware devices, software programming, and network cabling/connections will be evaluated to ensure conformance and standardization with the City's other WWTPs.

Scope Item Assumptions:

- The City staff will provide existing I & C and SCADA system data to the ENGINEER.

- The City will provide existing electrical condition assessment report(s) to the ENGINEER.

Meetings:

- Two (2) one-hour meetings to discuss the condition assessment and future requirements

Deliverables:

- Section on electrical evaluation, electrical distribution system evaluation and standby power in the Draft Conceptual Design Report.

1.07 Alternatives Assessment

1.07A-Alternatives Evaluation

ENGINEER will evaluate three (3) process alternatives. Ease of operability, upgrading existing infrastructure and odor control will be considered. ENGINEER will use the calibrated biological process model of the existing WWTP to identify any deficiencies in the existing WWTP treatment capacity that may need to be addressed. ENGINEER will evaluate the capacity of each unit process for current and future needs.

- Alternative 1: Current Process with enhancements: Upgrades to the DAFT, anaerobic digesters, belt filter presses, and odor control systems.
- Alternative 2: No primaries with aerobic digestion: Removal of primary clarifiers, replacement of DAFT with alternative thickening process, conversion of anaerobic digesters to aerobic digesters, belt filter presses replacement or augmentation with centrifuges, and odor control systems will be considered.
- Alternative 3: A third alternative will be developed during the alternatives assessment.

Improvement of the aeration basins to fine-bubble diffusion will be considered for all options.

Scope Item Assumptions:

- The City staff will provide feedback to the ENGINEER on the alternative ranking criteria (1.07 D).

Meetings:

Included under 1.07 G Selection Meeting.

Deliverables:

- Section on alternatives evaluation in the Draft Conceptual Design Report.

1.07B-Conceptual Layout of Alternatives

ENGINEER will develop a layout drawing for each of the three (3) alternatives to document the projected footprint required for each infrastructure improvement. A more detailed layout for the selected alternative will be completed during detailed design (separate contract)

Scope Item Assumptions:

- The City staff will provide feedback to the ENGINEER on the alternative ranking (1.07 D).

Meetings:

Included under 1.07 G Selection Meeting.

Deliverables:

- Conceptual layout drawings for each of the three (3) alternatives
- Section on footprint evaluation / conceptual layout of alternatives in the Draft Conceptual Design Report

1.07C-Conceptual Opinion of Probable Cost

ENGINEER will compile an opinion of probable cost for each of the three (3) alternatives to provide a planning level cost estimate for alternative selection purposes. .

Scope Item Assumptions:

- The City staff will provide feedback to the ENGINEER on the opinion of probable costs (1.07 D).

Meetings:

Included under 1.07 G Selection Meeting.

Deliverables:

- Section on the opinion of probable cost for each of the three (3) alternatives in the Draft Conceptual Design Report.

1.07D-Alternatives Ranking

ENGINEER will rank the three (3) alternatives with consideration for challenges and drivers utilizing a decision matrix.

Scope Item Assumptions:

- The City staff will provide feedback to the ENGINEER on the decision matrix ranking, including weighting of certain criteria.

Meetings:

Included under 1.07 G Selection Meeting.

Deliverables:

- Decision Matrix
- Section on alternatives ranking in the Conceptual Design Report.

1.07E-Alternative Selection

ENGINEER will recommend one (1) of the three (3) alternatives ranked in 1.07 D Alternative Ranking. ENGINEER will collaborate with the City to obtain alignment with the recommended alternative.

The ENGINEER will prepare a PowerPoint to summarize the relevant information from the alternatives assessment and document the recommended alternative.

Based on information developed from prior tasks, ENGINEER will lead an alternatives selection meeting in which the following areas:

- A description of each of the three (3) alternatives
- Conceptual layout drawings for each alternative
- Opinion of probable cost for each alternative
- Summary of ranking
- Discussion and concurrent on the recommended alternative

Scope Item Assumptions:

- The City staff will provide feedback to the ENGINEER on the alternative selection.
- ENGINEER will develop up to three (3) conceptual layout drawings

Meetings:

- One (1) four-hour alternative selection workshop

Deliverables:

- Decision Matrix (also included in 1.07 D Alternative Ranking).
- Recommendation of one (1) alternative
- Presentation to document the recommended alternative to be presented at the selection workshop

1.08 Conceptual Design

1.08A-Conceptual Basis of Design

ENGINEER will develop a conceptual basis and document the key design criteria that will be included in the Conceptual Design Report.

Scope Item Assumptions:

- The City staff will provide comments to the ENGINEER on the conceptual basis of design.

Meetings:

Included in 1.10 Conceptual Submittal Client Review Workshop

Deliverables:

- Section on conceptual basis of design included in the Conceptual Design Report.

1.08B-Conceptual Layout Design Drawings

Following selection of the recommended alternative, the ENGINEER will develop a conceptual design basis of design, which will include conceptual layout design drawings.

Scope Item Assumptions:

- The City staff will provide existing site plan in AutoCAD drawing file format to ENGINEER.
- Engineering effort includes up to 10 drawings detailing proposed layouts.
- Effort does not account for ENGINEER developing AutoCAD drawings for existing structures and facilities

Meetings:

Included in 1.10 Conceptual Submittal Client Review Workshop

Deliverables:

- Conceptual level drawings in PDF and AutoCAD format in electronic format. Three (3) hard copies may be provided upon request.

1.08C-Conceptual Opinion of Probable Cost

ENGINEER will refine the opinion of probable cost developed during 1.07 C in the alternatives assessment stage. The final conceptual opinion of probable cost will be serve as the basis to scope the detailed design project with ENGINEER.

Scope Item Assumptions:

- The City staff will provide comments to the ENGINEER on the conceptual opinion of probable cost.

Meetings:

Included in 1.10 Conceptual Design Report Client Review Workshop

Deliverables:

- Conceptual level opinion of probable cost for the selected alternative.

1.08D-Conceptual Construction Schedule Development

ENGINEER will develop a conceptual construction schedule for the selected alternative. The schedule will be prepared using Microsoft Project and will identify the projected critical path.

Scope Item Assumptions:

- The City staff will provide feedback to the ENGINEER on the conceptual construction schedule.

Meetings:

Included in 1.10 Conceptual Submittal Client Review Workshop

Deliverables:

- Conceptual construction schedule

1.08E-Prepare Draft Conceptual Design Report

ENGINEER will produce a draft conceptual design report based on the selected alternative.

Scope Item Assumptions:

- The City staff will provide comments to the ENGINEER on the draft conceptual design report.

Meetings:

Included in 1.10 Conceptual Submittal Client Review Workshop

Deliverables:

- Draft conceptual design report

1.08F-Prepare Final Conceptual Design Report

ENGINEER will incorporate City comments into a final conceptual design report and deliver hard and electronic copies to the City.

Scope Item Assumptions:

- The City staff will provide comments to the ENGINEER on the draft conceptual design report.

Meetings:

Included in 1.10 Conceptual Submittal Client Review Workshop

Deliverables:

- Final conceptual design report – PDF copy
- Three (3) hard copies of the final conceptual design report.

1.08G-QA / QC

ENGINEER will document internal Quality Assurance review comments on the conceptual design layout drawings and conceptual design report. ENGINEER will address internal Quality Assurance review comments.

Scope Item Assumptions:

- The ENGINEER will provide a quality assurance review of conceptual design report.

Meetings:

Included in 1.10 Conceptual Submittal Client Review Workshop

Deliverables:

Included in 1.08 F Final Conceptual Design Report

1.09 Conceptual Design Report Workshop

ENGINEER will prepare a MS PowerPoint presentation for the Conceptual Submittal Workshop.

ENGINEER will lead Conceptual Submittal Workshop to discuss the draft conceptual design report. ENGINEER will incorporate comments from the City into the final conceptual design report, as detailed in 1.08 F Final Conceptual Design Report.

Scope Item Assumptions:

- The City staff will provide comments to the ENGINEER on the draft conceptual design report.
- The City staff will attend the Conceptual Submittal Workshop

Meetings:

- One (1) four-hour Conceptual Submittal Client Review Workshop

Deliverables:

- PowerPoint presentation for the Conceptual Submittal Workshop
- Final conceptual design report – Included under 1.08 F.

Additional Services

1. TCEQ Coordination

ENGINEER will meet with City Staff to discuss existing TCEQ permitting requirements and understand projected future permitting requirements. As needed, the ENGINEER will coordinate with TCEQ.

Scope Item Assumptions:

- The City staff will provide information regarding permitting as needed.

- ENGINEER and the City will establish design requirements based on projected TCEQ effluent requirement at on-set of the project. The ENGINEER's effort does not account for changes in assumptions for GWWTP effluent requirements occurring during the project execution or after the project completion.

Meetings:

- Two (2) one-hour meetings with City Staff to discuss permitting requirements
- Two (1) one-hour conference calls with TCEQ to discuss permitting requirements

Deliverables:

- Section on TCEQ permitting requirements in the Conceptual Design Report

2. Topographic Survey (N/A)

3. SUE (N/A)

4. Environmental Issues (N/A)

5. Warranty Phase (N/A)

6. Clarify Capacity Validation Modeling (TBD)

7. Interim Optimization of Plant Operations and Odor Control

ENGINEER will coordinate with plant operations staff to identify any operational changes that may improve plant performance or odor control in near-term while the alternative evaluation is proceeding. The ENGINEER will share any operational optimization information obtained from the calibrated process model and provide input into troubleshooting and optimization of the plant based on plant data that is trended and analyzed.

ENGINEER will coordinate with plant operations staff. ENGINEER will provide example trending MS EXCEL files that would be useful for the City in analyzing trending at the GWWTP.

Scope Item Assumptions:

- The ENGINEER will provide MS EXCEL files to the City, after which the City is responsible for utilizing and updating (if desired)
- The City staff will be responsible to implement any operational changes discussed with ENGINEER as part of the routine calls.

Meetings:

- Six (6) one-hour operational optimization meetings or phone calls with City Staff

Deliverables:

- MS Excel spreadsheet of trending graphs for use by the City

8. Coordination of On-Going Greenwood Projects

8.01 Schedule development and maintenance

ENGINEER will develop a schedule for the on-going projects at the Greenwood WWTP. ENGINEER will update the schedule as needed and coordinate with other consulting engineers and City staff.

Scope Item Assumptions:

- The City staff will provide design drawings to ENGINEER.
- Consulting engineers will
 - Provide information on their respective project at the Greenwood WWTP including schedule and updates on aspect of design they are working on.
 - Provide critical path items
 - Provide project constraints
 - Provide updates 1 week prior to meetings

Meetings:

Included under 8.02 Meetings, Minutes and Coordination.

Deliverables:

- MS Project schedule listing critical path items for on-going projects at the Greenwood WWTP. Updates of the schedule.

8.02 Meetings, Minutes and Coordination

As requested by The City, the ENGINEER will lead up to four (4) meetings to coordinate the on-going projects at the Greenwood WWTP. ENGINEER will provide meeting minutes to the City and attendees.

Scope Item Assumptions:

- The City staff will coordinate, schedule, and attend meetings
- Consulting engineers will:

- Attend meetings and provide information on their respective project at the Greenwood WWTP including schedule and updates on aspect of design they are working on.
- Provide updates 1 week prior to meeting

Meetings:

- Up to four (4) meeting(s) to coordinate with consulting engineers and City staff

Deliverables:

- Meeting Minutes

SCHEDULE

The following figure summarizes the planned project schedule. This project is expected to start March 1, 2018 and proceed until November 30, 2018. The following proposed schedule is provided to delineate the critical path tasks.



Project: Greenwood Process Eval
Date: Thu 2/15/18

Task		Project Summary		Manual Task		Start-only		Deadline		Manual Progress	
Split		Inactive Task		Duration-only		Finish-only		Critical		Critical Split	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Critical Split		Progress	
Summary		Inactive Summary		Manual Summary		External Milestone		Progress			

Page 1

FEE

Services will be provided on a Lump Sum basis for a total not-to-exceed contract amount of **\$612,500.**

If you have any questions or if you would like to discuss in more detail, please feel free to call me at 469-250-3781.

Sincerely,

Hazen and Sawyer
TBPE Firm No. F-13618



Chamindra Dassanayake, Ph.D, P.E.
Vice President
Southwest Regional Manager



Marc Santos, PE
Senior Principal Engineer
Corpus Christi Office Manager

COMPLETE PROJECT NAME

Project No. XXXX

Invoice No. 12345

Invoice Date 01/01/2017

	Contract		Amd No. 1		Amd No. 2		Total Contract		Current Invoice	Previous Invoice	Total Invoice	Remaining Balance	Percent Complete
Basic Services:													
Preliminary Phase	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000.00	\$1,000.00	\$0.00	\$1,000.00	\$1,000.00	\$1,000.00	\$0.00	100.0%
Design Phase	\$2,000.00	\$1,000.00	\$0.00	\$0.00	\$0.00	\$3,000.00	\$1,500.00	\$1,000.00	\$500.00	\$1,500.00	\$1,500.00	\$1,500.00	50.0%
Bid Phase	\$500.00	\$0.00	\$0.00	\$250.00	\$0.00	\$750.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$750.00	0.0%
Construction Phase	\$2,500.00	\$0.00	\$0.00	\$1,000.00	\$0.00	\$3,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,500.00	0.0%
Subtotal Basic Services	\$6,000.00	\$1,000.00	\$1,250.00	\$1,250.00	\$0.00	\$8,250.00	\$2,500.00	\$1,500.00	\$1,500.00	\$2,500.00	\$2,500.00	\$5,750.00	30.3%
Additional Services:													
Permitting	\$2,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,000.00	\$500.00	\$0.00	\$0.00	\$500.00	\$500.00	\$1,500.00	25.0%
Warranty Phase	\$0.00	\$1,120.00	\$0.00	\$0.00	\$0.00	\$1,120.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,120.00	0.0%
Inspection	\$0.00	\$0.00	\$0.00	\$1,627.00	\$0.00	\$1,627.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,627.00	0.0%
Platting Survey	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
O & M Manuals	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
SCADA	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Subtotal Additional Services	\$2,000.00	\$1,120.00	\$1,627.00	\$1,627.00	\$0.00	\$4,747.00	\$500.00	\$0.00	\$0.00	\$500.00	\$500.00	\$4,247.00	10.5%
Summary of Fees:													
Basic Services Fees	\$6,000.00	\$1,000.00	\$1,250.00	\$1,250.00	\$0.00	\$8,250.00	\$2,500.00	\$1,500.00	\$1,500.00	\$2,500.00	\$2,500.00	\$5,750.00	30.3%
Additional Services Fees	\$2,000.00	\$1,120.00	\$1,627.00	\$1,627.00	\$0.00	\$4,747.00	\$500.00	\$0.00	\$0.00	\$500.00	\$500.00	\$4,247.00	10.5%
Total of Fees	\$8,000.00	\$2,120.00	\$2,877.00	\$2,877.00	\$0.00	\$12,997.00	\$3,000.00	\$1,500.00	\$1,500.00	\$3,000.00	\$3,000.00	\$9,997.00	23.1%

Notes:

If needed, update this sample form based on the contract requirements.

If applicable, refer to the contract for information on what to include with time and materials (T&M).

EXHIBIT B-1

CONFIDENTIAL RATE SHEET

Rate sheets are confidential pursuant to **section 552.104 of the Texas Government Code** since release of this information would give advantage to a competitor or bidder. In addition, **section 552.110 of the TX Govt. Code** protects third party commercial and financial information if release of the information would cause the third party substantial competitive harm. Final determination of confidentiality will be made by the Texas Attorney General.

DOCUMENTATION OF PROVISIONAL / OVERHEAD RATES: Overhead rate documentation has been provided to the City of Corpus Christi and was utilized in reviewing and approving the loaded hourly rates below.

PRINCIPALS: The Consultant must provide documentation with each payment request that clearly indicates how a Principal's time is allocated and the justification for that allocation.

PRINCIPAL(S):	HOURLY RATE (\$/hr)	TX REGISTRATION #:
Project Consultant:		
CAD Technician:		
Clerical:		
Other – specify:		
SUBCONSULTANT(S):		
(firm)		
Principal(s):		
Project Consultant:		
CAD Technician:		
Clerical		
Other – specify:		

Add additional subconsultants as needed.

EXHIBIT C

Insurance Requirements

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

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

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

	and identify any limitations regarding who is insured.
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1.3 In the event of accidents of any kind related to this agreement, Consultant must furnish the City with copies of all reports of any accidents within 10 days of the accident.

1.4 Consultant shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Consultant's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- VII. **Consultant is required to provide City with renewal Certificates.**

1.5 In the event of a change in insurance coverage, Consultant shall be required to submit a copy of the replacement certificate of insurance to City at the address provided below within 10 business days of said change. Consultant shall pay any costs resulting from said changes. All notices under this Article shall be given to City at the following address:

City of Corpus Christi
Attn: Engineering Services
P.O. Box 9277
Corpus Christi, TX 78469-9277

1.6 **Consultant agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:**

1.6.1 List the City and its officers, officials, employees and elected representatives as additional insured by endorsement, as respects operations, completed operation and activities of, or on behalf of, the named insured performed under contract with the City with the exception of the professional liability/Errors & Omissions policy;

1.6.2 Provide for an endorsement that the "other insurance" clause shall not apply to the City of Corpus Christi where the City is an additional insured shown on the policy;

1.6.3 If the policy is cancelled, other than for nonpayment of premium, notice of such cancellation will be provided at least 30 days in advance of the cancellation effective date to the certificate holder;

1.6.4 If the policy is cancelled for nonpayment of premium, notice of such cancellation will be provided within 10 days of the cancellation effective date to the certificate holder.

1.7 Within five (5) calendar days of a suspension, cancellation or non-renewal of

coverage, Consultant shall notify City of such lapse in coverage and provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Consultant's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.

1.8 In addition to any other remedies the City may have upon Consultant's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to withhold any payment(s) if any, which become due to Consultant hereunder until Consultant demonstrates compliance with the requirements hereof.

1.9 Nothing herein contained shall be construed as limiting in any way the extent to which Consultant may be held responsible for payments of damages to persons or property resulting from Consultant's or its subcontractor's performance of the work covered under this agreement.

1.10 It is agreed that Consultant's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by the City of Corpus Christi for liability arising out of operations under this agreement.

1.11 It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this agreement.



City of
Corpus
Christi

SUPPLIER NUMBER _____
TO BE ASSIGNED BY CITY
PURCHASING DIVISION

CITY OF CORPUS CHRISTI DISCLOSURE OF INTEREST

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

COMPANY NAME: HAZEN AND SAWYER

P. O. BOX: _____

STREET ADDRESS: 8150 N. CENTRAL EXPWY,
CAMPBELL CENTER II, SUITE CITY: DALLAS ZIP: 75206
700

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

DISCLOSURE QUESTIONS

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

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

Name	Job Title and City Department (if known)
N/A	
_____	_____
_____	_____
_____	_____

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

Name	Title
N/A	
_____	_____
_____	_____
_____	_____

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

Name	Board, Commission or Committee
N/A	
_____	_____
_____	_____
_____	_____

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

Name	Consultant
N/A	
_____	_____
_____	_____
_____	_____

FILING REQUIREMENTS

If a person who requests official action on a matter knows that the requested action will confer an economic benefit on any City official or employee that is distinguishable from the effect that the action will have on members of the public in general or a substantial segment thereof, you shall disclose that fact in a signed writing to the City official, employee or body that has been requested to act in the matter, unless the interest of the City official or employee in the matter is apparent. The disclosure shall also be made in a signed writing filed with the City Secretary. [Ethics Ordinance Section 2-349 (d)]

CERTIFICATION

I certify that all information provided is true and correct as of the date of this statement, that I have not knowingly withheld disclosure of any information requested; and that supplemental statements will be promptly submitted to the City of Corpus Christi, Texas as changes occur.

Certifying Person: CHAMINDRA DASSANAYAKE **Title:** VICE PRESIDENT/REGIONAL MNGR.
(Type or Print)

Signature of Certifying Person:  **Date:** 5/22/2018

DEFINITIONS

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