

CITY OF CORPUS CHRISTI
CONTRACT FOR PROFESSIONAL SERVICES

The City of Corpus Christi, a Texas home rule municipal corporation, P.O. Box 9277, Corpus Christi, Nueces County, Texas 78469-9277 (City) acting through its duly authorized City Manager or Designee (Executive Director of Public Works) and **CH2M Hill Engineers, Inc.**, a Delaware corporation, 9193 South Jamaica Street, Suite 400, Englewood, Colorado, 80112 (**Architect/Engineer – A/E**), hereby agree as follows:

1. SCOPE OF PROJECT

City of Corpus Christi Regional Water Supply Strategic Sustainability Plan (Project No. E14001) - The scope of this project includes technical services, public outreach, strategic planning and associated services as more fully described in Exhibit "A."
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2. SCOPE OF SERVICES

The A/E hereby agrees, at its own expense, to perform services necessary to prepare technical evaluations, analytic tools, summary documents and associated services. In addition, A/E will provide monthly status updates (project progress or delays, gantt charts presented with monthly invoices) and provide contract administration services, as described in **Exhibit "A"**, to complete the Project. Work will not begin on Additional Services until requested by the A/E (provide breakdown of costs, schedules), **and** written authorization is provided by the Executive Director of Public Works.

A/E services will be performed with the standard of care applicable to A/E's services using the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time A/E's services are performed. A/E will promptly re-perform any services not meeting this standard without additional compensation.

3. ORDER OF SERVICES

The A/E agrees to begin work on those authorized Basic Services for this contract upon receipt of the Notice to Proceed from the Executive Director of Public Works. Work will not begin on any phase or any Additional Services until requested in writing by the A/E and written authorization is provided by the Executive Director of Public Works. The anticipated schedule for Basic Services is shown on **Exhibit "A"**. This schedule is not to be inclusive of all additional time that may be required for review by the City staff and may be amended by or with the concurrence of the Executive Director of Public Works.

The Executive Director of Public Works may direct the A/E 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. A/E shall notify the City of Corpus Christi within three (3) days of notice if tasks requested requires an additional fee.

4. INDEMNITY AND INSURANCE

A/E agrees to the mandatory contract indemnification and insurance requirements as set forth in **Exhibit "B"**.

5. FEE

The City will pay the A/E a fee, as described in **Exhibit "A"**, for providing services authorized, a total fee not to exceed **\$539,967.00 (Five Hundred Thirty-Nine Thousand Nine Hundred Sixty-Seven Dollars and Zero Cents)**. Monthly invoices will be submitted in accordance with **Exhibit "C"**.

6. TERMINATION OF CONTRACT

The City may, at any time, with or without cause, terminate this contract upon seven days written notice to the A/E at the address of record. In this event, the A/E will be compensated for its services on all stages authorized based upon A/E and City's estimate of the proportion of the total services actually completed at the time of termination.

7. LOCAL PARTICIPATION

The City Council's stated policy is that City expenditures on contracts for professional services be of maximum benefit to the local economy. The City waived this policy for Project Number E14001 and all work performed pursuant to this contract.

8. ASSIGNABILITY

The A/E will not assign, transfer or delegate any of its obligations or duties in this contract to any other person without the prior written consent of the City, except for routine duties delegated to personnel of the A/E staff. If the A/E is a partnership, then in the event of the termination of the partnership, this contract will inure to the individual benefit of such partner or partners as the City may designate. No part of the A/E fee may be assigned in advance of receipt by the A/E 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.

9. OWNERSHIP OF DOCUMENTS

All documents including contract documents (plans and specifications), record drawings, contractor's field data, and submittal data will be the sole property of the City, may not be used again by the A/E without the express written consent of the Executive Director of Public Works. However, the A/E may use standard details that are not specific to this project. The City agrees that any modification of the plans will be evidenced on the plans, and be signed and sealed by a professional engineer prior to re-use of modified plans.

10. STANDARD OF CARE

The standard of care applicable to A/E's services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time A/E's services are performed. A/E will promptly re-perform any services not meeting this standard without additional compensation.

11. NO THIRD PARTY BENEFICIARIES

This Contract gives no rights or benefits to anyone other than City and A/E and has no third party beneficiaries.

12. FORCE MAJEURE

Force Majeure is defined as an extraordinary event beyond the control of the parties, such as a war, riot, or act of God that prevents one or both parties from fulfilling their obligations under this contract. If performance of the services is affected by force majeure, project schedule may be adjusted upon written agreement of the parties.

13. DISCLOSURE OF INTEREST

A/E further agrees, in compliance with City of Corpus Christi Ordinance No. 17112, to complete, as part of this contract, the *Disclosure of Interests* form.

CITY OF CORPUS CHRISTI

Director, Capital Programs Date

RECOMMENDED

Operating Department Date

APPROVED AS TO LEGAL FORM

Assistant City Attorney Date
for City Attorney

CH2M HILL ENGINEERS, INC.

Edward M. Motley 2-11-2015

Edward Motley, P.E. Date

Vice President
12750 Merit Drive, Suite 1100
Dallas, Texas 75251
(972) 663-2237 Office

APPROVED

Office of Management
and Budget

Date

ATTEST

Rebecca Huerta, City Secretary

Project No. E14001
Accounting Unit: 4080-072
Account: 550950
Activity: E14001014080EXP
Account Category: 50950
Fund Name: Water CIP

Exhibit “A”
City of Corpus Christi
Regional Water Supply Strategic Sustainability Plan
Project Number: E14001

Project Background, Purpose and Objectives

Water Supply Strategic Plan Objective:

On June 17, 2014, the City Council of the City of Corpus Christi passed Resolution No. 030200 with a stated objective: “That the Water Management Plan 2015-2050 will continually integrate water management strategies of surface, reuse, conservation, aquifer storage, and desalination to sustain the economic prosperity of the Coastal Bend Region.”

By resolution, City Council directed completion of the Water Supply Strategic Plan (PLAN) along with addition of new, diversified water supplies in 20,000 acre-foot increments every 5 to 10 years (with the exception of desalination supply).

Objective Criteria:

- The PLAN is reliable - Regional water supply availability always exceeds demand.
- The PLAN is diverse – Regional water supply planning portfolio includes surface, reuse, groundwater, conservation, aquifer storage and recovery, desalination and inter/intra-regional strategies.
- The PLAN is responsible –Water supply alert mechanism by reliability index is established to direct the City’s water business at 5 year increments.
- The PLAN is feasible – Future Regional water supply acquisitions are fiscally achievable and stable.
- The PLAN is equitable – Water supply rates advance Regional equity and parity to current and future customers.
- The PLAN is consistent – Regional water supply acquisition policies and decision criteria provide ongoing, sustainable future decision metrics beyond 2050.
- The PLAN is understood – Regional water supply acquisition communication promotes regional understanding and endorsement.

Water Supply Strategic Business Plan Purpose:

CH2M HILL Engineers, Inc. (Consultant) shall develop a Water Supply Strategic Business Plan (PLAN) for the City of Corpus Christi (City). The deliverable will be a recommended Business Plan that identifies and develops acquisition and implementation strategies for the delivery of Regional water supply resources in response to City Council Resolution No. 030200 directive.

- The Business Plan provides a suite of planning assumptions and decision-making criteria, comparison metrics and process tools for on-going and future PLAN implementation sustainability;
- The Business Plan, using the currently available City water supply data, provides enhanced screening tools that account for current and future municipal and industrial water demand and supply projections that develop water supply portfolios for future PLAN acquisition;

- The Business Plan evaluates individual potential water supply projects or acquisitions that increase and diversify water supply reliability with priority given to those projects that increase yield, are cost-effective and meet other PLAN decision and governance criteria;
- The Business Plan provides guidance on policies and actions to implement a diverse portfolio of water supply projects (the selected three to five 20,000 AF projects) and water supply acquisition
- strategies that account for future demands and increased drought resiliency through diversity of sources. Portfolio selection also considers yield potential, development schedule, fixed and variable costs, regulatory and permitting requirements, system enhancement opportunities, and project risks and benefits; and,
- The Business Plan (Draft) will be completed per Section II, Schedule.

Business Plan – Scope of Services Table of Contents

BASIC SERVICES

1. Project Orientation
2. Water Demand, Supply and Reliability Index
3. Water Supply Acquisition Selection Criteria and Project Portfolios
4. Economic Policies for Rate Model Criteria
5. Governance Policy and Criteria
6. Draft Plan Outreach
7. Draft Plan Presentation to City Council
8. Final Plan & City Council Adoption

ADDITIONAL SERVICES

1. Communication & Outreach
2. Project Meetings
3. Staff Training

I. SCOPE OF SERVICES

A. BASIC SERVICES

1. Project Orientation

A. Task 1 Purpose

The purpose of Task 1 is to charter the water supply sustainability team that develops the vision which will define success and strategic “must do” imperatives for the City as the Regional water provider. For example, City project expectations anticipate the development of the water supply reliability evaluation index, recommendations for the next three (3) to five (5) twenty thousand acre-foot (20,000 AF) water supply acquisition projects; and establishment of policy guidance for consistent fiscal, governance, screening, procurement methodology, communications, feasibility and reliability PLAN criteria.

The Consultant will:

- Facilitate an Orientation/ Chartering Workshop attended by City staff and the Consultant team (water supply business plan team). During the workshop, the team will develop an integrated set of PLAN assumptions and definitions that

will govern the development of respective project tasks, define project team roles and responsibilities, and establish project communication protocols.

- Work with the City to organize and facilitate a Regional Wholesale and Industrial Customer Workshop intended to develop a “consensus, collaborative understanding” of the Regional vision.
- Prepare a Project Execution Manual for this project during Task 1.

B. Task 1 Deliverables

- Workshop agenda, materials and meeting minutes (2 workshops)
- Orientation Charter Workshop
- Regional Wholesale and Industrial Customer Workshop
- Project execution manual in Technical Memorandum format (Electronic copy).

2. Water Demand, Supply and Reliability Index

The purpose of Task 2 is to determine the decision timeframe for the next Regional water supply acquisition.

A. City’s existing water supply status and data collection

The purpose of this task is to obtain publicly available data, reports and reference materials to establish a municipal and industrial water demand baseline.

The Consultant will:

- Identify and request existing City data, reports, plans, rate models and similar materials.
- Review City’s existing GIS, operating data and water supply information, and extract necessary information for water demand baseline.

B. Determination of water demand

The purpose of this task is to develop water demand projection model that calculates current and project short-term (5-10 year), mid-term (20-30 year) and long term (40-50 year) water demands based on the City’s and its Regional customers water use profile.

The Consultant will:

- Review and assess existing Corpus Christi waster demand assumptions for population changes and industrial requirements. Assessment should consider, at a minimum, the impact of Eagle Ford Shale on the Corpus Christi Regional water demands in combination with projected population variation and market economy for the Region, these water demands may include the following aspects:
 - Residential water demand;
 - Industrial (commercial) water demand;
 - Wholesale water distribution demand (Kingsville, San Patricio District, Nueces County area, etc.); and,
 - City’s conservation goals and Regional conservation response.
- Prepare recommended water demand projection analytical model revision(s) where appropriate along with method for implementation and use. It is envisioned that the demand projection model will be integrated with the screening tool developed in a subsequent task.

- Prepare three future water demand scenarios.

C. Determination of water supply requirements

The purpose of this task is to determine regional current, short-term (5-10 year), mid-term (20-30 year) and long term (40-50 year) water supply requirements (i.e., projected water demands greater than existing supplies available during the planning timeframes).

The Consultant will:

- Evaluate the City's existing supplies to estimate water supply availability during the planning timeframe
 - Consultant will utilize existing information and will not perform any water availability modeling to determine the yield of existing sources. Any water availability modeling efforts required will be included in the additional services.
- Develop an analytic tool (model) that will integrate results of the existing water supply availability analysis and the demand projections developed in the previous sub-task.
 - It is envisioned that the model will be developed using a commercial software platform such as Microsoft Excel, ExtendSim or similar commercially available software as determined in conjunction with the City.
 - The model will provide tabular and graphic information indicating when future regional supplies are needed to outpace projected regional water demand.
 - The model will be developed to incorporate the results of the water supply project evaluations prepared in Task 3 and have the capability for adding additional potential water supplies evaluated by the City in the future.

D. Development of Water Supply Reliability Index (RI)

The purpose of this task is to create a Reliability Index that provides quantitative and qualitative basis for determining when to initiate the next water supply acquisition. The RI will incorporate demand projections and results of the of the water supply analysis from previous tasks.

The Consultant will:

- Develop a Water Supply Reliability Index as part of the model developed in Task C that can be used to characterize the City's Regional water supply compared with current demand and/or water demand projection scenarios. RI should have the following characteristics:
 - Can be quantitatively measured and qualitatively described;
 - Can serve as a qualifying parameter for determining the Region's priority water supply acquisition decisions; and
 - Can be updated with other potential or actual water supplies to assess the reliability of water supply portfolio(s).

E. Task 2 Deliverables

- Water supply model that includes water demand projections (from Subtask B) and existing water supply sources yields during the planning period (from Subtask C)
- Water Supply Reliability Index

3. Water Supply Acquisition Selection Criteria and Project Portfolios

A. Task 3 Purpose

The purpose of Task 3 is to develop selection criteria, and an acquisition screening tool (integrated portfolio model) that can be used to evaluate multiple water supply acquisition strategies as an integrated water supply portfolio. The screening tool (integrated portfolio model) will test supply drivers such as variable demand conditions/ projections, variable hydrologic conditions, variable cost considerations and risk of reliability.

The integrated portfolio model will provide the decision assessment platform in determining which would be the preferred three (3) to five (5) 20,000 AF water supply strategies for the region. Potential supply strategies could, for example, include seawater/brackish ground water industrial and potable projects in San Patricio and Nueces County respectively; effluent re-use for industry; and, effluent re-use delivery, storage and treatment for potable consumption.

A secondary objective of Task 3 is to provide the City with the integrated planning toolset, in conjunction with other PLAN policy and criteria to enable the City to re-assess and update the PLAN for the Region. The model will include a project template to evaluate water supply options proposed in the future, to update currently evaluated options when new information becomes available and facilitate future water supply evaluations. It is anticipated that future collaborative response will consider Regional and State partnerships, regulatory initiatives and emerging technology.

The Consultant will:

- 1) Expand the analytic tool developed during previous tasks to incorporate selection criteria developed in conjunction with the City and provide a screening tool (integrated portfolio model).
- 2) Identify and analyze six potential Coastal Bend Regional water supply project strategies. Existing data will be used to populate the templates for those strategies currently under evaluation and those recently completed (e.g., desalination.) The Consultant will develop schematic project layout, estimate available yield, preliminary treatment requirements, Class 5 cost estimates using TWDB Regional Water Supply costing approach and tool (capital and operating costs), identify possible environmental considerations, permitting requirements and potential risks, system integration considerations, and project schedule with possible phasing

opportunities. Six potential water supply projects will be evaluated which are anticipated to include a-f below. Other potential supplies may be evaluated in Additional Services Task 4 if requested by the city.

- a. Effluent Reuse
 - b. Groundwater
 - c. Industrial Desalination
 - d. Municipal Desalination
 - e. Aquifer Storage and Recovery
 - f. Inter-Regional Off-Channel Reservoir
- 3) Define, analyze and recommend 3 (three) water supply portfolios incorporating existing supplies and potential supplies evaluated in this task to be executed over the next 50 years (the planning period). Using the results of the project evaluations described previously, each water supply portfolio will be characterized by:
- Major project delivery parameters (e.g., land required for project, project components, water production (yield), estimated energy consumption and operating costs, procurement schedule, project investment (capital cost), technologies required, permitting issues, environmental issues, conveyance, associated with each water supply project; and
 - Project engineering and financial analyses including financing strategy options.
- 4) Adjust Reliability Index evaluation criteria, if applicable.
- 5) Produce a brief (20-30 page) integrated PLAN implementation guideline and playbook for the regional water supply acquisition (Draft Business Plan) that will address results of the technical evaluation, portfolio development, the economic and governance/policy recommendations from subsequent task and a framework for future public outreach. (A detailed future public Outreach Plan may be prepared if authorized as an Additional Service.)

B. Task 3 Deliverables

- Monthly Project Team Telephone Progress Review Conferences
- Agenda, presentation and meeting minutes (2 meetings/workshops)
- 3 sub-Task Technical Memorandums – Selection Criteria and Screening Tool (Integrated Supply Portfolio Model); Supply Evaluation; Water Supply Portfolio (Electronic Copy)
- Draft and Final Business Plan including a framework for future outreach
- Draft Business Plan (Integrated PLAN Implementation Guidelines) Workshops (60% and Final)
- Integrated Portfolio Model (includes demand projection model and completed templates for existing and proposed water supply strategies, and screening criteria) delivered in electronic format. Final model will be developed at the end of the project.

4. Economic Policies for Rate Model Criteria

A. Task 4 Purpose

The purpose of Task 4 is to establish transparent, equitable, consistent water supply rate policies that provide the governing criteria that will be used in the development of a revised water utility rate structure algorithm. Consultant recommendation should address cost allocation to a diverse Regional customer class based upon the implementation of current and future water supply strategies that consider full cost recovery and equity.

The Consultant will:

- Participate with select City staff (Water Resources, Utilities, Finance, Legal, MIS, Risk Management, Capital Programs) in a series of three (3) working meetings to craft the Rate Model Policies and Criteria. Note: Consultant team members will include those with expertise in utility rate development, economics, legal, risk management, project delivery and information management
 - Meeting 1 will focus on current review of the rate structure and identification of City objectives and rate model policy revision considerations.
 - Meeting 2 will review a menu of possible policy and criteria considerations to determine a recommend choice of options.
 - Meeting 3 will review the Technical Memorandum (Draft) deliverable of recommended policy and criteria.
- Prepare draft and final technical memoranda summarizing water supply rate model policies and criteria options and recommendations

B. Task 4 Deliverables

- Meeting agenda, materials and meeting minutes for 3 meetings
- Economic/Rate Model Policy Meetings (3 each via web access)
- Recommendation on supply acquisition cost allocation to Regional customer base
- Economic Policy and Rate Criteria Technical Memorandum (Electronic copy)

5. Governance Policy and Criteria

A. Task 5 Purpose

The Purpose of Task 5 is to establish Governance Policy and Criteria for Regional Water Supply Planning and Acquisition. Economic incentives, water supply contracts, system equity for new and existing clients, new inter and intra-regional partnerships and delivery acquisition policy are but a few of the PLAN response considerations.

The Consultant will:

- Participate with select City staff (Water Resources, Utilities, Finance, Legal, MIS, Risk Management, Capital Programs) in a series of three (3) working

meetings to craft the Governance Policy and Criteria for Regional water supply planning and acquisition. Note: Consultant team members with expertise in water policy development, water law, risk management, project delivery and information management will participate in the meetings.

- Meeting 1 will focus on the identification of City governance objectives and policy opportunities.
- Meeting 2 will review a listing of possible policy and criteria considerations to determine a recommend selection of options.
- Meeting 3 will review the Technical Memorandum (Draft) deliverable of recommended policy and criteria.
- Prepare draft and final technical memoranda on governance policy and criteria

B. Task 5 Deliverables

- Meeting agenda, materials and meeting minutes for 3 meetings
- Governance Policy Meetings (3 each via web access)
- Governance Policy Criteria Technical Memorandum (Electronic copy)

6. Draft Plan Outreach

A. Task 6 Purpose

The purpose of Task 6 is to present and explain the interim PLAN to Regional and inter-regional key stakeholders. Presentations to anticipated stakeholders may include the City of Corpus Christi Planning Commission, the City of Corpus Christi Water Resource Advisory Committee, Port Industries of Corpus Christi, San Patricio Water Municipal District, Regional Wholesale Water Customers, Region N Board Members, Nueces River Authority, Coastal Bend Bays and Estuaries Program, Coastal Bend Bays Foundation, the Mayor's Blue Ribbon Task Force, Texas A&M University- Corpus Christi, Texas A&M University – Kingsville, County Commissioners Court, Guadalupe Blanco River Authority, Lower Colorado River Authority, Lavaca-Navidad River Authority, State and Federal elected representatives, and other community business and civic organizations.

The Consultant will:

- Prepare the presentation;
- Coordinate scheduling and meetings logistics with City staff; however, room rental fees, meeting notice publication fees and related meeting costs are not included in this estimate. If required, these expenses can be provided as additional services.
- Participate in 8 key stakeholder meetings; and
- Summarize the results of the stakeholder meetings.

B. Task 6 Deliverables

- Power Point presentation, outreach handouts and meeting notes
- Outreach Presentation Meetings (10 Presentations)

- Draft Plan Outreach Technical Memorandum summarizing the feedback from the outreach meetings (Electronic copy)

7. Draft Plan Presentation to City Council

A. Task 7 Purpose

The purpose of Task 7 is to present to the City Council the Draft PLAN during an Information Workshop and secure direction and guidance as appropriate. City Staff will prepare a Resolution to secure Council stated direction at a subsequent meeting.

The Consultant will:

- Support staff by preparing a Power Point presentation;
- Prepare notes from the presentation and City Council discussion; and
- Prepare revisions to the Draft PLAN as may be appropriate

B. Task 7 Deliverables

- Presentation Material and handouts (2 Council Meetings).
- Meeting notes and observations from Council direction.
- Preparation of PLAN revisions required and proposed Resolution language.

8. Final Plan & City Council Adoption

A. Task 8 Purpose

The purpose of Task 8 is to present to the City Council the PLAN during for Council adoption and receive direction and guidance as appropriate. City Staff will prepare Ordinance language to secure formal Council PLAN adoption.

The Consultant will:

- Prepare the Final PLAN; and
- Prepare a Power Point presentation and summary handouts for 2 City Council meetings.

B. Task 8 Deliverables

- Final PLAN revision(s)
- Presentation Material and handouts (2 Council Meetings).
- Meeting notes and observations from Council Ordinance (1st reading) direction.
- Ten (10) printed copies and 1 electronic copy of Adopted PLAN.

B. ADDITIONAL SERVICES

This section defines the scope of additional services that may only be included as part of this contract if authorized by the Director of Capital Programs. Consultant may not begin work on any of services under this section without specific written authorization by the Director of Capital Programs. Fees for Additional Services are a time and materials budgeted allowance for potential services to be provided and will be negotiated separately by the Director of Capital Programs as required. The Consultant shall, with written authorization by the Director of Capital Programs perform the following tasks:

1. Additional Service Task 1 - Communication and Outreach

The purpose of Additional Service Task 1 is to meet with regional stakeholders and explain the adopted City PLAN in public forum.

2. Additional Service Task 2 – Project Meetings

The purpose of Additional Service Task 2 is to provide allowance for additional project team meetings as needed.

3. Additional Service Task 3 – Staff Training

The purpose of Additional Service Task 3 is to provide Staff Training, as needed, on Project Implementation integration with the Water Supply Portfolio Model.

II. SCHEDULE

Tasks 1-5 are estimated to be completed within 9 months with additional time for public and City Council review of the Business Plan. The schedule that follows assumes a notice to proceed of March 31, 2015; schedule will be adjusted to reflect the actual start date.



III. FEES

- A. Fee for Basic Services.** The City will pay the Consultant a fixed fee for providing for all “Basic Services” authorized as per the table below. The fees for Basic Services will be a fixed fee for those services identified and will be full and total compensation for all services outlined in Section I.A 1-8 “Basic Services”, and for all expenses incurred in performing these services. **The fee for this project is subject to the availability of funds. The Consultant may be directed to suspend work pending receipt and appropriation of funds.** Consultant will submit monthly statements for services rendered. The statement will be based upon Consultant’s estimate (and with City’s concurrence) of the proportion of the total services actually completed at the time of billing. City will make Net 30 days monthly payments in response to Consultant’s monthly statements.
- B. Fee for Additional Services.** For services authorized by the Director of Capital Programs under Section I.B “Additional Services,” the City will pay Consultant a not-to-exceed fee as per the table below:

Summary of Fees

Basic Services Fees	
1) Project Orientation	\$54,136
2) Water Demand, Supply and Reliability Index	\$86,458
3) Water Supply Acquisition Selection Criteria and Project Portfolios	\$183,169
4) Economic Policies for Rate Model Criteria	\$31,732
5) Governance Policy and Criteria	\$36,797
6) Draft Plan Outreach	\$51,603
7) Draft Plan Presentation to City Council	\$11,229
8) Final Plan & City Council Adoption	\$19,843
Subtotal Basic Services Fees	\$474,967
Additional Services Fees (Allowance – Not Authorized)	
1. Communication and Outreach	\$40,000
2. Project meetings	\$15,000
3. Staff Training	\$10,000
Sub-Total Additional Services Fees Authorized	\$ 65,000
Total Authorized Fee	\$539,967

EXHIBIT "B"
INSURANCE REQUIREMENTS
CITY OF CORPUS CHRISTI REGIONAL WATER SUPPLY
STRATEGIC SUSTAINABILITY PLAN
(REVISED NOVEMBER 17 2014)

I. CONSULTANT'S LIABILITY INSURANCE

A. Consultant shall not commence work under this agreement until all insurance required herein has been obtained and approved by the City's Risk Manager or designee. Consultant must not allow any subcontractor to commence work until all similar insurance required of the subcontractor has been so obtained.

B. Consultant shall furnish to the Risk Manager and Director of Capital Projects, two (2) copies of Certificates of Insurance, with applicable policy endorsements showing the following minimum coverage by an insurance company(s) acceptable to the Risk Manager or designee. The City must be listed as an additional insured for the General Liability policy and Business Auto Liability policy, and a waiver of subrogation is required on all applicable policies. **Note: Consultant shall include Project name and Project # in the Description box of the Certificate of Liability Insurance.**

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
30-Day Notice of Cancellation required for non- rene or reduction in coverage or limits.	Bodily injury and Property Damage Per Occurrence / aggregate
COMMERCIAL GENERAL LIABILITY 1. Broad Form 2. Premises – Operations 3. Products/Completed Operations Hazard 4. Contractual Liability 5. Broad Form Property Damage 6. Independent Consultants 7. Personal and Advertising Injury 8. Independent Contractors 9. Underground Hazard (if applicable) 10. Environmental (if applicable)	\$1,000,000 Per Occurrence \$2,000,000 Aggregate
BUSINESS AUTOMOBILE LIABILITY 1. Owned 2. Hired & Non-owned 3. Rented & Leased	\$1,000,000 Combined Single Limit
WORKERS' COMPENSATION	Which Complies With The Texas Workers' Compensation Act And Paragraph II Of This Exhibit.
EMPLOYER'S LIABILITY	\$500,000 / \$500,000 / \$500,000
PROFESSIONAL LIABILITY (Errors & Omissions)	\$1,000,000 Per Claim \$2,000,000 Aggregate. 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 an Insured.

C. In the event of accidents of any kind related to this project, Consultant shall furnish the Risk Manager with copies of all reports of such accidents within ten (10) days of the accident.

II. ADDITIONAL REQUIREMENTS

- A. Consultant must obtain workers' compensation coverage through a licensed insurance company in accordance with Texas law. The contract for coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The coverage provided must be in amounts sufficient to assure that all workers' compensation obligations incurred will be promptly met. An "All States endorsement shall be included for Companies not domiciled in Texas.
- B. 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.
- C. Consultant shall be required to submit replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Consultant shall pay any costs incurred

resulting from said changes. All notices under this Article shall be given to City at the following address:

City of Corpus Christi
Attn: Risk Management
P.O. Box 9277
Corpus Christi, TX 78469-9277

- D. 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:**
- List the City and its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement, or comparable policy language, as respects to operations, completed operations and activities of, or on behalf of, the named insured performed under contract with the City.
 - The "other insurance" clause shall not apply to the City of Corpus Christi where the City is an additional insured shown on the policy;
 - Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and
 - Provide thirty (30) calendar days advance written notice directly to City of any suspension, cancellation, non-renewal or reduction in coverages or limits, and not less than ten (10) calendar days advance written notice for nonpayment of premium.
- E. 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.
- F. 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 order Consultant to stop work hereunder, and/or withhold any payment(s) which become due to Consultant hereunder until Consultant demonstrates compliance with the requirements hereof.
- G. 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.
- H. 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 and completed operations and activities under this agreement.
- I. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this agreement.

INDEMNIFICATION AND HOLD HARMLESS

Consultant shall indemnify, save harmless and defend the City of Corpus Christi, and its agents, servants, and employees, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and attorneys' fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to any property, which may arise or which may be alleged to have arisen out of or in connection with the negligent performance of Consultant's services covered by this contract. The foregoing indemnity shall apply except if such injury, death or damage is caused by the sole or concurrent negligence of the City of Corpus Christi, its agents, servants, or employees or any other person indemnified hereunder.

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

	Contract	Amd No. 1	Amd No. 2	Total Contract	Amount Invoiced	Previous Invoice	Total Invoice	Percent Complete
Basic Services:								
Preliminary Phase	\$1,000	\$0	\$0	\$1,000	\$0	\$1,000	\$1,000	100%
Design Phase	2,000	1,000	0	3,000	1,000	500	1,500	50%
Bid Phase	500	0	250	780	0	0	0	0%
Construction Phase	2,500	0	1,000	3,600	0	0	0	0%
Subtotal Basic SeNices	\$6,000	\$1,000	\$1,250	\$8,280	\$750	\$1,500	\$2,500	30%
Additional Services:								
Permitting	\$2,000	\$0	\$0	\$2,000	\$500	\$0	\$500	25%
Warranty Phase	0	1,120	0	1,120	0	0	0	0%
Inspection	0	0	1,627	1,627	0	0	0	0%
Platting Survey	TBD	TBD	TBD	TBD	TBD	TBD	TBD	0%
O&M Manuals	TBD	TBD	TBD	TBD	TBD	TBD	TBD	0%
SCADA	TBD	TBD	TBD	TBD	TBD	TBD	TBD	0%
Subtotal Additional SeNices	\$2,000	\$1,120	\$1,627	\$4,747	\$500	\$0	\$500	11%
Summary of Fees								
Basic SeNices Fees	\$6,000	\$1,000	\$1,250	\$8,260	\$750	\$1,500	\$2,500	30%
Additional Services Fees	2,000	1,120	1,627	4,747	500	0	500	11%
Total of Fees	\$8,000	\$2,120	\$2,877	\$12,997	\$1,250	\$1,500	\$3,000	23%



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: CH2M Hill Engineers, Inc.

P. O. BOX: _____

STREET ADDRESS: 555 N. Carancahua, Suite 310 CITY: Corpus Christi ZIP: 78401

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 NA Job Title and City Department (if known)

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 NA Title

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

Name NA Board, Commission or Committee

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 NA Consultant

FILING REQUIREMENTS

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

CERTIFICATION

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

Certifying Person: Edward M. Motley, P.E. **Title:** Vice President
(Type or Print)

Signature of Certifying Person:  **Date:** 2-11-2013

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.